



BOARD OF SUPERVISORS MEETING
MONDAY, SEPTEMBER 20, 2021
6:30 PM

[Susan M. Adams](#), County Administrator

Board of Supervisors Meeting Room
Carver-Price Education Complex
171 Price Lane, Appomattox, VA 24522

www.AppomattoxCountyVA.gov

BOARD OF SUPERVISORS

Call to Order
Pledge of Allegiance
Invocation - Mr. Carter
Setting of Agenda

CITIZEN PUBLIC COMMENT PERIOD

This time is provided by the Board to allow citizens the opportunity to address the Board on issues of importance to the citizen. No individual citizen shall be permitted to address the Board for more than three (3) minutes.

APPEARANCES

These scheduled times are provided by the Board to allow citizens and organizations outside the County Government to discuss matters of importance with the Board.

1. [21-2118](#) **Mr. Michael Womack, Virginia Department of Forestry**
Mr. Michael Womack, Forestry Manager for the Virginia Department of Forestry has requested to appear before the Board to present the Department of Forestry annual report and payment.
Department: Board of Supervisors, Administration
Documents: [Forestry in Appomattox County.pdf](#)

PUBLIC HEARING (7:00 PM)

2. [21-2105](#) **Public Hearing_Proposed Litter Ordinance**
A duly advertised public hearing has been scheduled for the Appomattox County Board of Supervisors to receive comments on proposed amendments to Appomattox County Code, adding Section 13.5-1 Dumping trash, garbage or refuse. The amendment will create regulations making it unlawful for any person to dump or otherwise dispose of trash, garbage, refuse, litter, a companion animal for the purpose of disposal, or other unsightly matter, on public property, including a public highway, right-of-way, property adjacent to such highway or right-of-way, or on private property without the written consent of the owner thereof or his agent. Any person convicted of a violation shall be guilty of a misdemeanor punishable by confinement in jail for not more than 12 months and a fine for the first offense of not less than \$500.00 or more than \$1,000.00 and for any subsequent offense the fine shall be not less than \$1,000.00 or more than \$2,500.00. In lieu of confinement in jail, the Court may order community service in litter abatement activities.

STAFF RECOMMENDATION: After public comments are received and discussed, the Board will consider amending Appomattox County Code Section 13.5-1 Dumping trash, garbage or refuse, as presented.

Department: Board of Supervisors, Administration
Documents: [Proposed Litter Ordinance 08172021.pdf](#)

3. [21-2104](#)

Public Hearing_RZ210301-Danny Booker

A duly advertised public hearing has been scheduled for the Appomattox County Board of Supervisors to receive comments on the following zoning petition:

RZ210301- Danny Booker (property owner), Kenny Gobble (agent) has requested to rezone property from R-1, Low-Density Residential Zoning District to A-1, Agricultural Zoning District. The property is located on the west side of Redbird Drive near the intersection of Mockingbird Lane, in the Bent Creek area. The parcel totals 1.0 acre and is identified as 567 Redbird Drive, Gladstone, VA. The Tax Map Identification Number is 5 (A) 78. The proposed use is residential. The property is designated as part of a Primary Conservation Area by the 2016 Comprehensive Plan.

At their August meeting, the Planning Commission voted 4-1 (Almond dissenting) to recommend approval of the rezoning request as presented.

STAFF RECOMMENDATION: After receiving comments from the public, an ordinance has been prepared for your consideration, in accordance with the recommendation of the Planning Commission .

Department: Board of Supervisors, Administration
Documents: [Booker RZ210301 BoS Packet.pdf](#), [RZ210301 BOS Aprvl Ordinance.pdf](#)

ACTION ITEMS

4. [21-2126](#)

Lynchburg Humane Society Lease Agreement

After a Public Hearing was held on August 16, 2021, the Board tabled the LHS Lease Agreement to the September meeting to allow staff to obtain additional information on the cost of running the Appomattox Animal Shelter. At the Special Called meeting on September 8, 2021, the Board members were afforded an opportunity to tour the Appomattox Animal shelter and evaluate options for re-opening or continue lease with the Lynchburg Humane Society.

STAFF RECOMMENDATION: After discussion, decide if renewal of the lease is in order or if the Board opts to operate a local shelter.

Department: Board of Supervisors, Administration

5. [21-2127](#)

Concealed Handgun Permit Resolution

Mr. Hinkle requested the Board's review and consideration for adoption the attached Concealed Handgun Permit Fee Reduction Resolution.

STAFF RECOMMENDATION: After discussion and if a motion is in order, move to adopt the Concealed Handgun Permit Fee Reduction Resolution authorizing and supporting the Sheriff's request to the Court.

Department: Board of Supervisors, Administration
Documents: [Resolution-Reducing Fees for Concealed Handgun Permit.pdf](#)

6. [21-2106](#)

Schedule Public Hearing-Comprehensive Plan Update

The Appomattox County Planning Commission has been reviewing and updating the Appomattox County Comprehensive Plan for the past year. At the September regular meeting of the Planning Commission, a public hearing was held on proposed updates to the plan. No comments were received and the Planning Commission voted unanimously to recommend the updates to the Board of Supervisors for inclusion in the plan. In summary, the updates include Chapter 1-Goals and Objectives, has been updated and expanded in the areas of Growth Management, Transportation, Housing, Economic Development, Natural Environment and Historic Preservation. In Chapter 3- Growth Management, the Future Land Use Map has been amended to reflect a growth pattern anticipated through the planning horizon year of 2045. Suburban Growth Areas (SGA) are anticipated to continue to infill adjacent to the Town of Appomattox, while Primary Growth Areas (PGA) are anticipated along or near Richmond Highway through the Spout Spring and Concord areas. Rural Transition Areas (RTA) compliment the growth areas, as well as the primary transportation corridors. A RTA has been added adjacent to the western edge of the Town of Pamplin.

Please authorize staff to schedule and advertise a Public Hearing for Monday, October 18, 2021 at 7:00 p.m. to receive comments on the proposed updates to the Comprehensive Plan.

STAFF RECOMMENDATION: Authorize staff to schedule and advertise a Public Hearing for Monday, October 18, 2021 at 7:00 p.m. to receive comments on the proposed updates to the Appomattox County Comprehensive Plan.

Department: Board of Supervisors, Administration

7. [21-2125](#)

Children's Services Act

Please supplement by consent and appropriate the following to the **FY 2021 Operating Budget:**

5310-3001 Professional Services **\$124,991.92**

RE: Additional local funds needed to cover FY 2021 CSA expenditures.

Department: Board of Supervisors, Administration
Documents: [CSA FY 2021 Expenditures.pdf](#)

8. [21-2120](#)

Historic Appomattox Railroad Festival Parade

Attached for the Board's consideration is an invitation to participate in the annual Historic Appomattox Railroad Festival parade scheduled for Saturday, October 9, 2021 at 10:00 a.m.

STAFF RECOMMENDATION: Please discuss so that staff can notify the parade organizers.

Department: Board of Supervisors, Administration
Documents: [Railroad Festival Parade.pdf](#)

9. [21-2116](#)

Appomattox Community Center Rental Refund

Mrs. Anne Dixon, Parks & Recreation Director is requesting the Board's approval to refund Kelsey Kidd, \$175.00 for a rental at the Community Center. The event was cancelled due to COVID.

Department: Board of Supervisors, Administration
Documents: [Community Center Rental Refund Request.pdf](#)

10. [21-2121](#)

Appomattox County Public Schools - Re-Appropriation Request from FY 2021 to FY 2022

At the August, 2021 meeting, the Board tabled the re-Appropriation request from the School pending a breakdown of CIP expenditures. Attached for your review is the CIP expenditures provided by the School.

STAFF RECOMMENDATION: If the motion is in order, please consider approval of Dr. Bennett's re-appropriation request of Fund 3 School Capital Improvement Fund \$909,263.06 and Fund 6 School Textbook Fund \$108,716.57 totalling \$1,017,979.63 to the FY 22 budget.

Department: Board of Supervisors, Administration
Documents: [School CIP Expenditures.pdf](#)

COMMITTEE APPOINTMENTS

11. [21-2122](#)

Board of Zoning Appeals Appointment

At the August, 2021 meeting, the Board table to the September, 2021 meeting the Board of Zoning Appeals appointment nomination for recommendation to the Judge. This position will fill the unexpired term of James Cheatham, ending June 30, 2022. Attached for your review is an application for citizen service from Ms. Darlene F. Reed.

STAFF RECOMMENDATION: Consider application for citizen service from Ms. Darlene F. Reed and submit nomination to the Judge for an appointment to fill the vacancy on the Board of Zoning Appeals.

Department: Board of Supervisors, Administration
Documents: [Application for Citizen Service.pdf](#)

12. [21-2107](#)

2021 Redistricting Overview and Committee Appointments

The local 2021 Redistricting efforts will kick off shortly with the pending release of the redistricting data by the Census Bureau no later than September 30, 2021. In past redistricting efforts, the Board of Supervisors has appointed a Redistricting Committee, as an advisory board, to review the demographic information, make adjustments to the local voting districts in accordance with the guidelines/data, and then provide a recommendation to the Board of Supervisors. Staff recommends following a similar process as past redistricting efforts. The committee would be comprised of Two (2) members of the Board of Supervisors, one (1) member from each Town Council (Appomattox & Pamplin), two (2) citizens at large, the General Registrar, the County Administrator and the Director of Community Development.

STAFF RECOMMENDATION: Please consider establishing the 2021 Redistricting Committee as described above.

Department: Board of Supervisors, Administration
Documents: [Memo BoS Redistricting Committee09202021.pdf](#)

CONSENT AGENDA

The Consent Agenda includes approval of all Bills, Minutes, Supplemental Appropriations, Line Item Transfers, and Fund Transfers. Any item on the Consent Agenda shall be removed from the Consent Agenda at the request of any Board member prior to the vote on the Consent Agenda. Items removed from the Consent Agenda shall be considered by the Board individually in order in which they were removed from the Consent Agenda immediately following consideration of the Consent Agenda.

13. [21-2108](#)

Invoices Submitted for Payment

Please review the attached invoices and approve for payment:

September 16, 2021 - FY 2021	\$7,587.47
TOTAL - FY 2021	\$7,587.47
September 3, 2021 - FY 2022	\$36,487.00
September 17, 2021 - CSA FY 22	\$162,605.86
September 20, 2021 - FY 2022	\$149,424.29
TOTAL - FY 2022	\$348,517.15

STAFF RECOMMENDATION: Please review and consider approval of the attached invoices for payment.

Department: Board of Supervisors, Administration
Documents: [Invoices Submitted for Payment.pdf](#)

-
14. [21-2109](#) **Minutes**
Please review and adopt the following DRAFT minutes for approval:
August 16, 2021 Regular Board of Supervisors Meeting
September 8, 2021 Special Called Board of Supervisors Meeting

Department: Board of Supervisors, Administration
Documents: [August 16, 2021 BOS Meeting Minutes.pdf](#), [Sept. 8, 2021 BOS Special Called Mtg Minutes.pdf](#)
15. [21-2117](#) **Children's Services Act (CSA)**
Please supplement by consent and appropriate the following to the **FY 2021 Operating Budget**:
5310-3001 Professional Services **\$4,397.41**
RE: Reimbursement from DSS for services provided by CSA in FY 2021.
STAFF RECOMMENDATION: No new local funds are required.
Department: Board of Supervisors, Administration
16. [21-2113](#) **Sheriff's Department**
Please supplement by consent and appropriate the following:
3102-1002 Overtime \$542.62
3102-5408 Vehicle Equip/Gas Supplies \$2,718.75
TOTAL \$3,261.37
RE: Reimbursement from the School Board for security performed by deputy at High School sport games (\$542.62); Reimbursement from Wayne Alegre for a tow of a Honda dirt bike (\$202.00); Reimbursement from VACORP to repair damages for a 2016 Dodge Charger (\$2,516.75).
STAFF RECOMMENDATION: No new local funds are required.
Department: Board of Supervisors, Administration
17. [21-2124](#) **Sheriff's Department - DCJS COVID Grant**
Please supplement by consent and appropriate the following:
3102-5815 DCJS COVID Grant **\$50,000.00**
RE: COVID grant funds received from DCJS.
STAFF RECOMMENDATION: No new local funds are required.
Department: Board of Supervisors, Administration
18. [21-2119](#) **Public Utilities - Waterline**
Please supplement by consent and appropriate the following:
082-1800- Electric Services \$275.52
5101
-

082-1800-5203	Telecommunications	\$54.14
---------------	--------------------	---------

TOTAL:	\$329.66
---------------	-----------------

RE: Reimbursement from the Town of Appomattox for July, 2021 waterline electrical and telecommunication services.

STAFF RECOMMENDATION: No new local funds are required.

Department: Board of Supervisors, Administration

19. [21-2114](#)

J. Robert Jamerson Memorial Library

Please supplement by consent and appropriate the following:

7301-5401	Office Supplies	\$876.70
-----------	-----------------	----------

7301-5411	Books	\$312.98
-----------	-------	----------

TOTAL	\$1,189.68
--------------	-------------------

STAFF RECOMMENDATION: No new local funds are required.

Department: Board of Supervisors, Administration

20. [21-2115](#)

Department of Social Services

Please supplement by consent and appropriate the following:

5301-2002	VRS	\$13,865.33
-----------	-----	-------------

5301-2006	Group Life	\$1,015.89
-----------	------------	------------

5301-2002	ICMA-RC	\$1,512.29
-----------	---------	------------

TOTAL:	\$16,393.51
---------------	--------------------

RE: Reimbursement from DSS for August, 2021 payroll deductions.

STAFF RECOMMENDATION: No new local funds are required.

Department: Board of Supervisors, Administration

ITEMS REMOVED FROM CONSENT

ATTORNEY'S REPORT

ADMINISTRATOR'S REPORT

REPORTS AND INFORMATIONAL ITEMS

21. [21-2111](#)

A National Day of Remembrance for Murder Victims 2021

Attached for the Board's review is an invitation inviting the Board to attend a "A National Day of Remembrance for Murder Victims 2021" to be held on Friday, September 24, 2021 at the Appomattox Inn and Suites.

Department: Board of Supervisors, Administration

Documents: [National Day of Remembrance for Murden Victims 2021.pdf](#)

22. [21-2110](#)

School - Financial Reports

Attached for your review is the July and August, 2021 month-end financial reports from Dr. Bennett, Division Superintendent and Bruce McMillan, Director of Finance.

Department: Board of Supervisors, Administration

Documents: [School-July, Aug 2021 Financial Reports.pdf](#)

23. [21-2123](#)

The Good Samaritan Clothing Exchange

Attached for the Board's review is a letter from The Good Samaritan Clothing Exchange Board thanking the County for allowing them to use the Old Elementary School building for almost 11 years.

Department: Board of Supervisors, Administration

Documents: [Good Samaritan Clothing Exchange.pdf](#)

SUPERVISOR CONCERNS

This time is for individual Board members to share information with other members of the Board and the public. Items presented under this heading requiring action will be for a future meeting agenda or to request additional information from staff members. No item presented under this heading shall be acted upon at this meeting without the unanimous consensus of the Board.

CLOSED SESSION

UPCOMING MEETINGS

Monday, October 18, 2021 @ 6:30 PM

Regular Scheduled Meeting

Board of Supervisors Meeting Room

171 Price Lane, Appomattox, Virginia

ADJOURNMENT

Forestry in Appomattox County 2020-2021

Forestry is an important business in Appomattox County. Two out of every five people are employed by the forest industry or related field. One and a half individuals with the Virginia Department of Forestry (V.D.O.F.) in Appomattox County manage approximately 155,000 acres of private forestland. Sixty-one tracts for 3211 acres have been harvested this year in the County. Private Industry harvested 1183 acres and thinned 245 acres. Total harvests for private landowners totaled 1682 acres. Reforestation consisted of 22 tracts for 887 acres of Loblolly Pine. There were 6 tracts of open land totaling 66 acres that were planted under the James River Watershed program. Sixty-one acres of Loblolly pine was thinned to improve growth and volume of those stands this year. Approximately 795 acres was either left to regenerate naturally, developed or converted to agriculture. This can be a misconception as some of those tracts harvested were left so they can be site prepared and planted in 2022. In order to reestablish Shortleaf pine in its natural habitat approximately 2 acres have been planted this year. Longleaf pine is being promoted in the coastal areas while Shortleaf Pine is being reintroduced in the Piedmont area. Aerial release of Pine plantations from hardwood suppression totaled 8 tracts for 355 acres. Site Preparation totaled 12 tracts for 289 acres.

Wildfire is always a threat to our forest resources and to homeowners. Fragmentation creates a new fire hazard as homeowners continue to build homes in the forest. Woodland home protection plans are highly recommended by the V.D.O.F. and are available upon request. Two fires totaling 10 acres have occurred so far this year. Quick response by the fire department and forestry keeps these fires to a minimum size. Smokey Bear is the main fire prevention tool used by the Virginia Department of Forestry.

The V.D.O.F. is responsible for promoting fire safety throughout the county and the school system. A Fire prevention program is presented at the Primary School in which each student gets to meet Smokey Bear in person. This totals 22 classes of 650 students. The Department also participates in Little Farmer's Day and conducts a Natural Resource Day in which the students learn about our Natural Resources. Due to the Covid 19 virus, some of these programs had to be canceled for this year. Programs at higher-grade levels are available upon request. The Department works closely with the

Forestry teams at the High School and Middle School. Training for teachers to use materials directly related to the Standards of Learning and Project Learning Tree to promote conservation and protection of our natural resources is available. Wildland Fire Training is available to anyone who is interested at our Fire Academy located at Longwood University each year.

Water Quality is a top priority in Appomattox County. The V.D.O.F. monitors all harvesting operations to assure there is an excellent voluntary program of Best Management Practices and no violations of the Water Quality Law. If a violation occurs, the V.D.O.F. is responsible for implementing procedures to see that the problem is resolved. There were no violations out of sixty-one inspections this year. Cost share practices are available to the loggers. Timber harvesters have taken advantage of incentive programs available for thinning small tracts. We should complement the loggers for their efforts in trying to do the best they can in keeping our water clean.

Finally, the Town of Appomattox is currently celebrating its ninth year of being a Tree City U.S.A. member.

The greatest asset that the Department of Forestry has is the great teamwork provided by the County, Town, S.W.C.D., Extension and N.R.C.S. in completion of various projects within the county and I thank them for that.

Sec. 13.5-1 - Dumping trash, garbage or refuse.

- (a) It shall be unlawful for any person to dump or otherwise dispose of trash, garbage, refuse, litter, a companion animal for the purpose of disposal, or other unsightly matter, on public property, including a public highway, right-of-way, property adjacent to such highway or right-of-way, or on private property without the written consent of the owner thereof or his agent.
- (b) When any person is arrested for a violation of this section, and the matter alleged to have been illegally dumped or disposed of has been ejected from a motor vehicle or transported to the disposal site in a motor vehicle, the arresting officer may comply with the provisions of Virginia Code § 46.2-936 in making such arrest. When a violation of this section has been observed by any person and the matter dumped or disposed of on the highway, city street, right-of-way or private property has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse or other unsightly matter; provided, however, that such presumption shall be rebuttable by competent evidence.
- (c) Any person convicted of a violation of this section shall be guilty of a misdemeanor punishable by confinement in jail for not more than 12 months and;
 - i. For a first offense, a fine of not less than \$500.00 or more than \$1,000.00, either or both.
 - ii. For any subsequent offense, a fine of not less than \$1000.00 or more than \$2,500.00, either or both.
- (d) In lieu of the imposition of confinement in jail, the court may order the defendant to perform community service in litter abatement activities.

DANNY BOOKER


REZONING PETITION

RZ210301

**R-1, LOW-DENSITY RESIDENTIAL TO
A-1, AGRICULTURAL**

BOARD OF SUPERVISORS REVIEW

**County of Appomattox
Department of Community Development
Staff Report**

To: Board of Supervisors
From: Johnnie Roark 
Director of Community Development
Date: September 20, 2021
RE: Rezoning Petition RZ210301-Danny Booker

SYNOPSIS

Danny Booker (property owner), Kenny Gobble (agent) is requesting to rezone 1.0 acres of land from R-1, Low Density Residential to A-1, Agricultural. The property is located at 567 Redbird Lane (Route 722), just off of Mockingbird Lane (Route 682) in the Bent Creek area.

Specifics

Applicant: Danny Booker
Agent: Kenny Gobble
Current Owner: Danny Thomas Booker
Professional Engineer: None
Current Use: Vacant, wooded
Proposed Use: Residential, Double-wide manufactured home
Surrounding Uses: Single Family Dwellings, Agriculture
Parcel Size: Approximately 1.0 acres
Current Zoning: R-1, Low Density Zoning District
Proposed Zoning: A-1, Agricultural Zoning District
Surrounding Zoning: R-1, Low Density Residential Zoning District and A-1, Agricultural Zoning District
Tax Map Number(s): 5 (A) 78

PROJECT IMPACTS

The applicant proposes to rezone the property in order to place a double-wide manufactured home on the site. The site has been vacant for many years, but previously was previously used for residential purposes. The property was zoned R-1, Low Density Residential with the original zoning classification in 1988.

The property meets the minimum lot size for a parcel in the A-1, Agricultural Zoning District.

VDOT will not be impacted since the property has an existing residential driveway.

The Virginia Health Department will provide a complete review during the permitting stage.

Any project disturbing 5,000 square feet or more will require a local Land Disturbance Permit for erosion and sediment control.

Applicable sections of the Zoning Ordinance

§19.6-50 refers all matters of zoning amendments to the Planning Commission for study and recommendation.

The Planning Commission shall study proposals to determine:

1. The need and justification for the change.
2. When pertaining to a change in the district classification of property, the effect of the change, if any, on the property, surrounding property, and on public services and facilities. In addition, the Planning Commission shall consider the appropriateness of the property for the proposed change as related to the purposes set forth at the beginning of each district classification.
3. The relationship of the proposed amendment to the purposes of the general planning program of the county, with appropriate consideration as to whether the change will further the purposes of this ordinance and the general welfare of the entire community.
4. Whether the proposed amendment conforms to the general guidelines and policies contained in the county comprehensive plan.

ANALYSIS

The property is approximately one acre (1.0 ac.) in size and is triangular in shape. The property has approximately 200 feet of road frontage on Redbird Lane. The property is currently vacant. The property is relatively flat, with a slight slope towards the north. The property is surrounded by woodlands and agricultural uses. A residential structure is located across Redbird Lane to the south.

The property is currently zoned R-1, Low Density Residential. It was classified this way with the original zoning of the county in 1988. The properties to the south and east, on the opposite side of Redbird Lane are also zoned R-1, however many of the residential structures are double-wide manufactured homes just as intended for this parcel. Properties to the north, west and east on the north side of Redbird Lane are all zoned A-1, Agricultural. This is a very rural area of the county. Residential uses are spread out, typically with hundreds of feet between land uses.

The proposed zoning district, A-1, Agricultural, would appear to be appropriate in this general area of the county.

This area is a mixture of R-1 and A-1 zoning, however the Comprehensive Plan does call for this area to be Primary Conservation.

COMPREHENSIVE PLAN

The Comprehensive Plan consists of various elements that are separate but related to each other, such as transportation, community and neighborhood revitalization, the natural environment, and how land is used now and in the future. The Future Land Use Map (FLUM) is an element of the comprehensive plan and is advisory in nature. The FLUM is not a zoning map. It shows the general distribution of land use categories for desired future development within the county. The land use categories in a Future Land Use Map are often inclusive of more than one zoning district in the Zoning Ordinance. The FLUM does not have the force of law, as with the official Zoning Map. It is intended to help achieve the county's long-range vision of growth conceived with a 2040 time frame in mind; understanding the amount of job growth and household growth that can be achieved in a particular area or sub-area.

This parcel is located in an area of the county designated for rural conservation, meaning limited or sporadic development. Agricultural and natural resources conservation are of the utmost importance.

Relevant goals within the 2016 Comprehensive Plan, as applied to this petition:

GROWTH MANAGEMENT (GM) GOAL: MAINTAIN AND PROTECT THE RURAL AND HISTORICAL NATURE OF THE COUNTY WHILE SIMULTANEOUSLY ENCOURAGING CONTROLLED DEVELOPMENT IN SPECIFIED AREAS.

The rezoning is proposed in an area that is designated for rural preservation, however the Redbird Lane/Mockingbird Lane area is a gently developed rural subdivision that is quite harmonious, scenic, and peaceful.

Planning Commission Action:

At the August 11, 2021 meeting of the Planning Commission, the Commission voted 4-1 (Almond dissenting) to recommend approval of the petition to rezone the property from R-1, Low-Density Residential to A-1, Agricultural.

Board of Supervisors Action:

An ordinance has been prepared with the recommendation of the Planning Commission.

Attachments:

- Application
- Concept Sketch
- Map of Surrounding Area
- Map of Zoning
- Map of Future Land Use
- Map of Soil Types
- Map of Topography
- R-1, Low Density Residential Zoning District Regulations
- A-1, Agricultural Zoning District Regulations

PROJECT INFORMATION

Note: If the applicant is not the property owner, then an owner's authority letter must be submitted with the application.

Danny Booker
PROJECT NAME

567 Red Bird Dr., Gladstone, VA 24553
ADDRESS, IF AVAILABLE, OR STREET LOCATION

SA78
TAX MAP IDENTIFICATION NUMBER

R-1
ZONING

DISTRICT

1
TOTAL SITE
ACRES

APPLICANT/AGENT

☒ Agent
☒ Primary Contact

Kenny Gobble
NAME

570 Court St., Appomattox VA 24522
ADDRESS CITY STATE ZIP

434-6600-0716 Kenneth.gobble@gmail.com
PHONE EMAIL

OWNER (IF DIFFERENT)

☐ Same As Applicant

Danny Booker
NAME

1607 Redbird Dr., Gladstone VA 24553
ADDRESS CITY STATE ZIP

434-933-8078 (H) N/A
PHONE 434-942-2289 (M) EMAIL

PROFESSIONAL (ENGINEER, SURVEYOR, ETC.)

☐ Primary Contact

NAME COMPANY

ADDRESS CITY STATE ZIP

PHONE EMAIL

PROJECT DESCRIPTION

CURRENT ZONING DISTRICT:

R-1

IF REZONING, PROPOSED ZONING DISTRICT:

A-1

CURRENT LAND USE:

Vacant

PROPOSED LAND USE:

Res. Doublewide

PLEASE DESCRIBE THE PROJECT IN DETAIL:

Need the property to be rezoned to A-1 to allow
singlewides and doublewides. There was previously
a singlewide on the property.

PROFFERS: (IF CONDITIONAL REZONING)

The applicant may proffer, in writing, reasonable conditions in addition to the requested zoning district regulations. All proffered conditions must be in writing, signed, and presented prior to the start of the Board of Supervisor's public hearing.

Are proffers being proposed? ☐ YES ☒ NO

(If yes, please submit proffer statement to staff.)

JUSTIFICATION

The Planning Commission and Board of Supervisors will study the request to determine the need and justification for the change in terms of public health, safety, and general welfare. Please answer the following questions as thoroughly as possible. Attach additional information, if necessary.

Please explain how the request furthers the purpose of the Zoning Ordinance and the zoning district classification for which the project is proposed. You may find a copy of the Appomattox County Zoning Ordinance at www.appomattoxcountyva.gov, navigate to the Community Development Page.

All adjoining properties are zoned A-1.

Please explain how the project conforms to the general guidelines and policies contained in the Appomattox County Comprehensive Plan. You may find a copy of the plan at www.appomattoxcountyva.gov, navigate to the Community Development page.

All adjoining properties are zoned A-1

Please describe the impact(s) of the request on the property itself, the adjoining properties, and the surrounding area, as well as, impact(s) on the public services and facilities, including water, sewer, roads, schools, parks/recreation, and fire/rescue.

There will be no impacts as every property already has doublewides and singlewides.

CERTIFICATION AND STATEMENT OF UNDERSTANDING

I, as owner/agent of the property subject to this application, do hereby certify that I have read and understand the requirements for the submission of a conditional use permit petition or rezoning petition as provided under the Appomattox County Code, and further, that this application is complete, in compliance with the requirement of the Appomattox County Code, and accurate to the best of my knowledge.

<u>Danny T Booker</u>	<u>5-3-2021</u>	<u>DANNY BOOKER</u>
Signature of Owner/Agent	Date	Printed Name

<u>Kenny Gobble</u>	<u>5-3-2021</u>	<u>Kenny Gobble</u>
Signature of Owner/Agent	Date	Printed Name

Right of Entry

I, as owner/agent of the property subject to this application, do understand and hereby grant permission to the staff, Planning Commission and/or Board of Supervisors of Appomattox County, Virginia for the right of entry to the subject property for the purpose of study and analysis of this petition.

<u>Danny Booker</u>	<u>5-3-2021</u>	<u>DANNY BOOKER</u>
Signature of Owner/Agent	Date	Printed Name

<u>Kenny Gobble</u>	<u>5-3-2021</u>	<u>Kenny Gobble</u>
Signature of Owner/Agent	Date	Printed Name

Application Timeline

Applications submitted by close of business (4:30 p.m.) on or before the 10th of each month, or next business day if on a weekend or holiday, will be scheduled for the next available Planning Commission meeting. The next available Planning Commission meeting is typically the following month, second Wednesday, at 5:30 p.m. This allows for proper advertisement of the required public hearing in accordance with §15.2-2204 of the Code of Virginia, as amended. The public hearing at the Board of Supervisors meeting will not be scheduled or advertised until the Planning Commission has offered a recommendation. Generally, this is one month following the Planning Commission meeting. These dates/times are subject to change.

OWNER'S AUTHORITY LETTER

STATE OF VIRGINIA

CITY/COUNTY OF Appomattox

This 3 day of May, 2021

I, Danny T. Booker, the owner of

567 Redbird Dr. Gladstone VA 24553
(Describe land by Parcel Identification Number, address, etc.)

make, constitute, and appoint Kenneth W. Gobble, Jr. my true and lawful agent and in my name, place, and stead giving unto said person full power and authority to do and perform all acts and make all representation necessary, without any limitations whatsoever, to make application for said rezoning/conditional use permit.
(circle one)

The right, powers, and authority of said agent herein granted shall commence

and be in full force and effect on 5/3/2021, and shall
(date)

remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested, is received by the Appomattox County Department of Community Development stating that the terms of this power have been revoked or modified.

Danny Booker
Owner

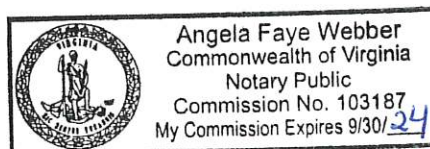
COMMONWEALTH OF VIRGINIA:

County of Appomattox

Subscribed and sworn to before me this 3 day of May, 2021, in my County and State aforesaid, by the aforementioned Principal.

Angela Faye Webber
Notary Public

My Commission Expires: 9/30/24



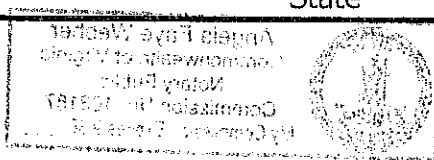
LIST OF ADJOINING PROPERTY OWNERS

The applicant is required to provide a list of owners as shown on the current real estate tax assessment books of all abutting properties and properties immediately across the street or road from the property to be rezoned or issued a Conditional Use Permit. This information can be found at the Commissioner of Revenue's office or by utilizing the County's GIS website. If necessary, use additional pages.

SA 81	Richard & Verna Knight	
Tax Map Number	Name	
433 Redbird Dr.		
Mailing Address (Street, Post Office Box)		
Gladstone	VA	24553
City	State	Zip

SA 79A	Fulmer L. Burks, Jr.	
Tax Map Number	Name	
105 Greenwood Lane		
Mailing Address (Street, Post Office Box)		
Washington	VA	22747
City	State	Zip

SA 45	Ronald & Vickie Craft	
Tax Map Number	Name	
1603 Redbird Dr.		
Mailing Address (Street, Post Office Box)		
Gladstone	VA	24553
City	State	Zip



ADJOINING PROPERTY OWNERS CONTINUED

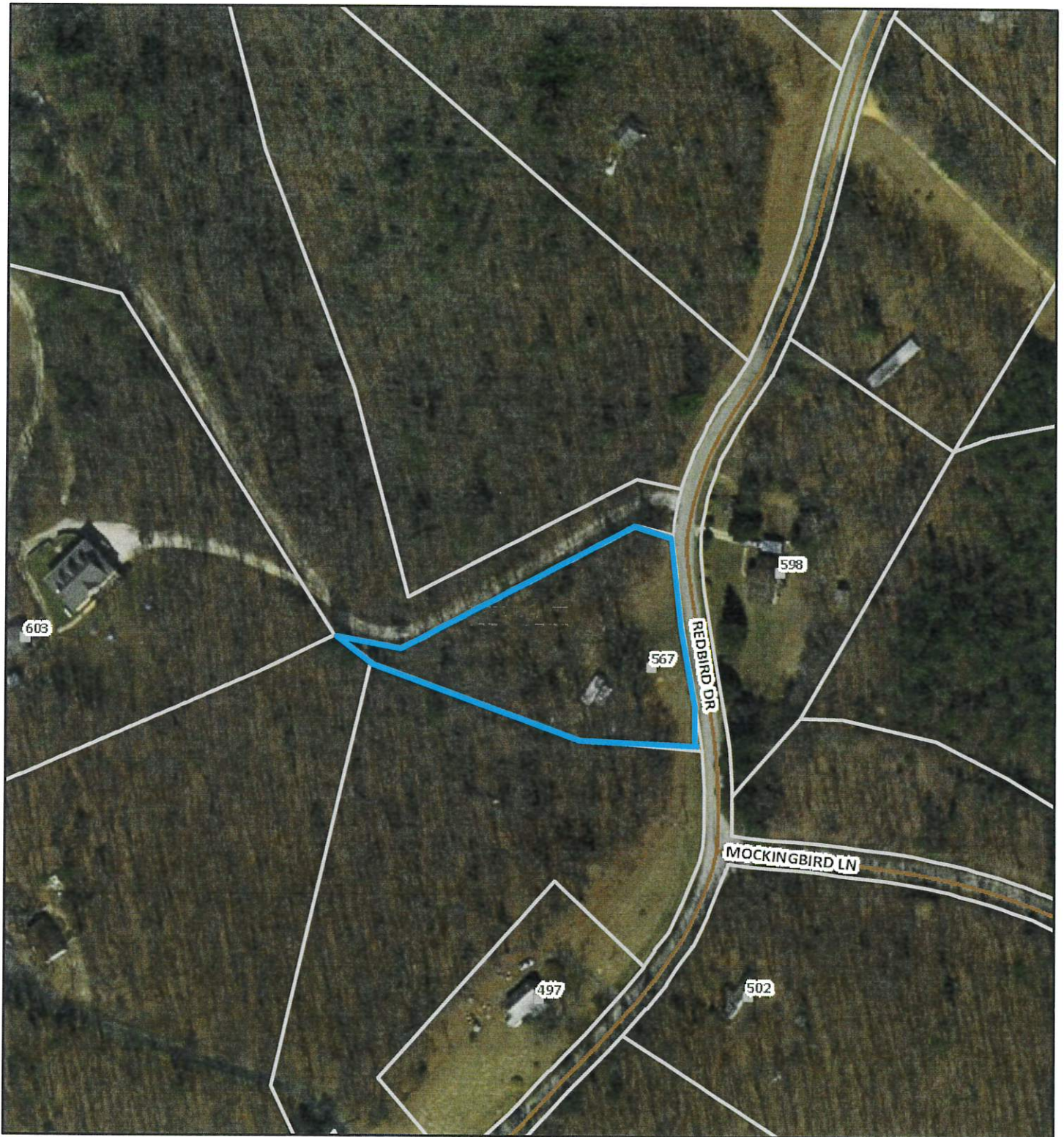
5A76	Robert J. Clayton	
Tax Map Number	Name	
598 Redbird Dr.		
Mailing Address (Street, Post Office Box)		
Gladstone	VA	24553
City	State	Zip

5(3)2	Danny T. Booker	
Tax Map Number	Name	
607 Redbird Drive,		
Mailing Address (Street, Post Office Box)		
Gladstone	VA	24553
City	State	Zip

Tax Map Number	Name	
Mailing Address (Street, Post Office Box)		
City	State	Zip

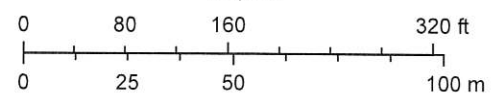
S 03°36'38" W

Booker_Redbird Drive



May 13, 2021

1:2,257



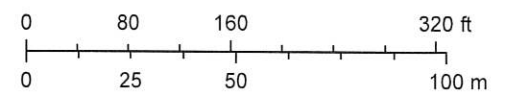
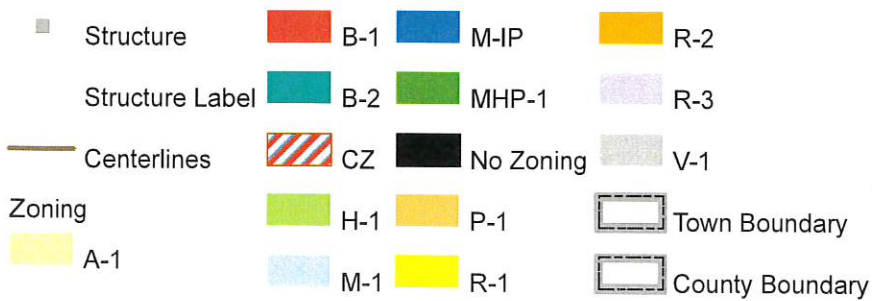
- Structure
- ▭ Town Boundary
- ▭ Structure Label
- ▭ County Boundary
- Centerlines

RZ210301 Booker Existing Zoning



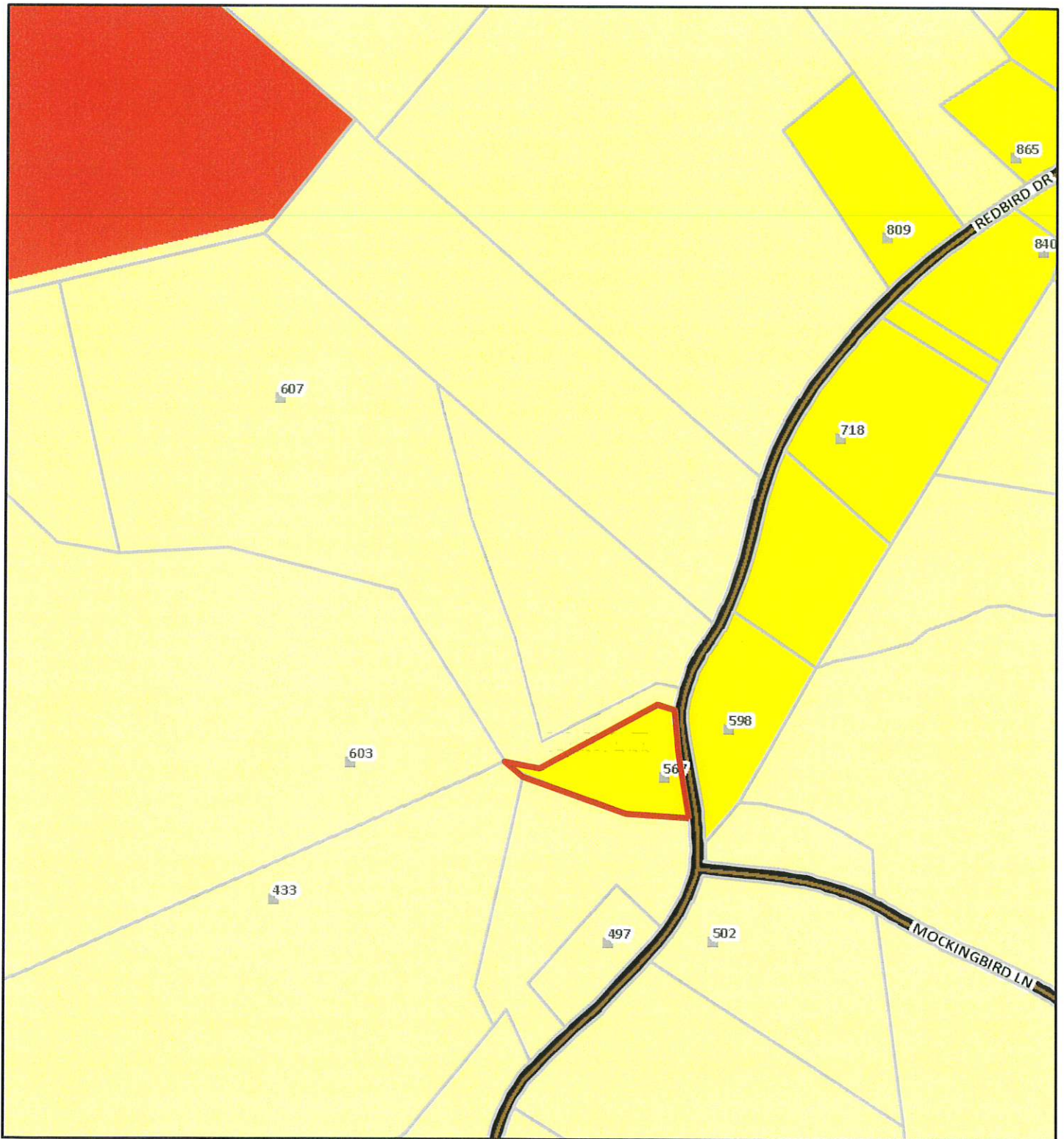
May 24, 2021

1:2,257



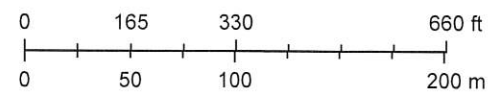
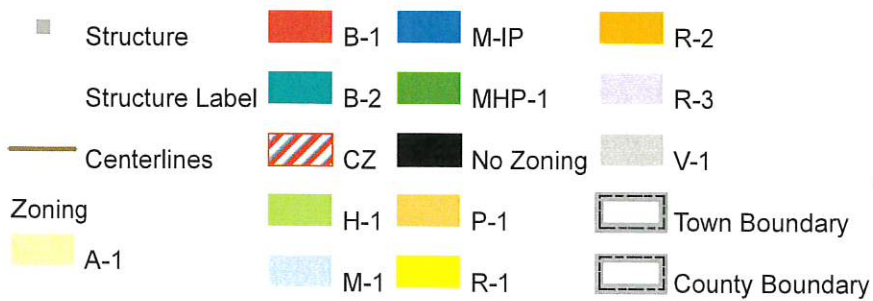
Virginia Geographic Information Network (VGIN)

RZ210301 Booker Existing Zoning



May 24, 2021

1:4,514



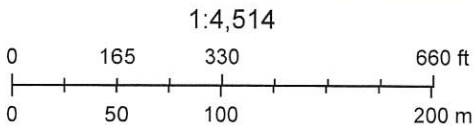
Virginia Geographic Information Network (VGIN)

RZ210301 Booker FLUM



May 24, 2021

- | | |
|-------------------------|------------------------------|
| Structure | Industrial |
| Structure Label | Institutional |
| Centerlines | Suburban Growth Area |
| Future Land Use | State Forest Protection Area |
| Neighborhood Commercial | Primary Conservation Area |
| Commercial | |

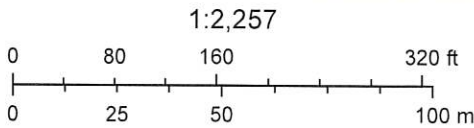


RZ210301 Booker Soils



May 24, 2021

- Structure
- Structure Label
- Centerlines
- Soils
- Town Boundary
- County Boundary

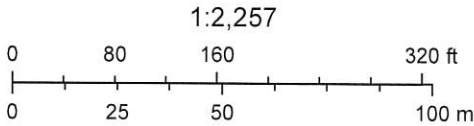


RZ210301 Booker Topo

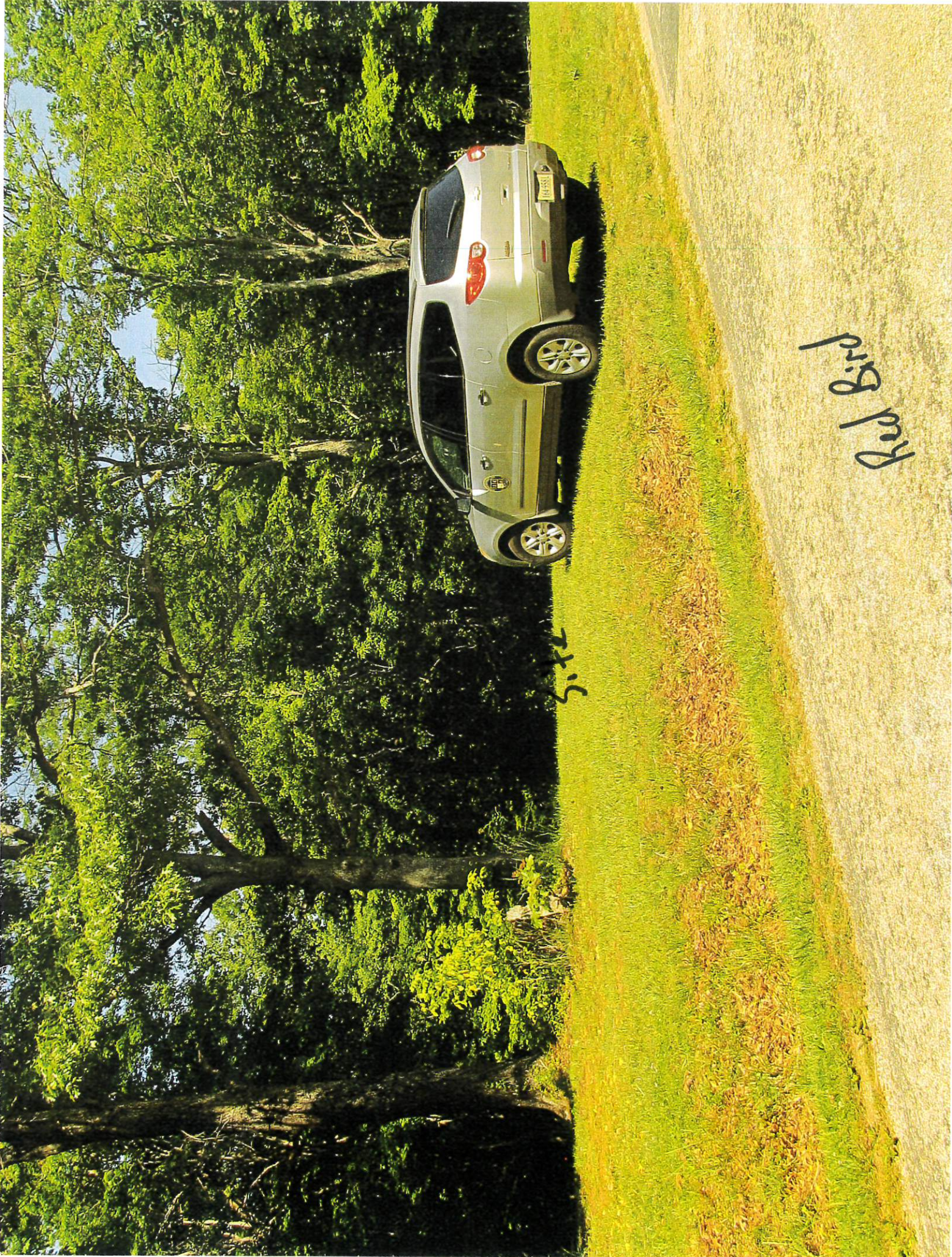


May 24, 2021

- Structure
- Structure Label
- Centerlines
- Contours
- Town Boundary
- County Boundary







Red Bird

5.12



Site







West

Meeting

Site

Old
Kings
Home



Chapter 19.6-Zoning

§19.6-68 R-1, Low-Density Residential District

A. Purpose

This district is composed of certain low concentrations of residential uses plus certain open areas where similar development is expected to occur. The regulations for this district are designed to stabilize and protect the essential characteristics of the district, to promote and encourage, insofar as compatible with the intensity of land use, a suitable environment for family life and to prohibit commercial uses and other uses likely to generate noise, crowds, large concentrations of traffic, light, dust, odor, smoke and other obnoxious influence.

B. Permitted Uses

- Accessory Apartment
- Accessory Uses/Structures
- Administrative Services
- Amateur Radio Tower
- Cemetery, Family or Church
- Community Recreation
- Crisis Center
- Domestic Chickens
- Family Day Care Home
- Home Beauty/Barber Salon
- Home Occupation, Type I
- Park & Ride Facility
- Post Office
- Public Maintenance and Service Facility
- Public Parks and Recreational Areas
- Safety Services, Public
- Single-Family Dwelling
- Small Scale or Residential Solar Energy Farm
- Utility Services

C. Conditional Uses

- Cemetery, Private, Association, For-Profit
- Day Care Center
- Educational Facilities, Primary/Secondary
- Golf Course
- Home for Adults
- Kennel, Private
- Outdoor Gatherings
- Planned Unit Development
- Religious Assembly
- Safety Services, Private
- Wind Energy System

Chapter 19.6-Zoning

Wireless Communication Facility

D. Site Development Regulations

a. Minimum Lot Requirements

- i. Lots not served by public water or sewer
 1. Area: 30,000 square feet (0.69 acre)
 2. Frontage: 125 feet on a publicly owned and maintained street
- ii. Lots served by either public water or sewer
 1. Area: 20,000 square feet
 2. Frontage: 110 feet on a publicly owned and maintained street

b. Minimum Setback Requirements

- i. Principal Structure
 1. Front 35 feet from property line or 60 feet from center of public road, whichever is greater
 2. Side 15 feet
 3. Rear 35 feet
- ii. Accessory Structure
 1. Front 35 feet from property line or behind the front building line, whichever distance is less
 2. Side 15 feet
 3. Rear 15 feet
- iii. Where a lot fronts on more than one street, front yard setbacks shall apply to all streets.

c. Maximum Height of Structures

- i. All structures: 35 feet

d. Maximum Coverage

- i. Building Coverage: 15 percent
- ii. Lot Coverage: 35 percent

Chapter 19.6-Zoning

DISTRICT REGULATIONS

§19.6-67 A-1, Agricultural District

A. Purpose

Generally this district covers portions of Appomattox County which are occupied by various open uses such as farms, forests or lakes. This district is established for the specific purpose of protecting existing and future farming operations, conservation of water and natural resources, reducing soil erosion, protection of watersheds and reducing hazards from flood, fire and traffic. While it is recognized that certain desirable rural areas may logically be expected to develop residentially, it is the intent, however, to discourage the random scattering of residential, commercial or industrial uses in this district. Non-farm residents should recognize that they are located in an agricultural environment where the right-to-farm has been established as a county policy. This district is intended to minimize the demand for unanticipated public improvements and services, such as public sewer, public water, and new roadways, by reducing development densities and discouraging large scale development.

B. Permitted Uses

- Accessory Apartment
- Accessory Uses/Structures
- Administrative Services
- Agriculture
- Agricultural Services
- Amateur Radio Tower
- Bed and Breakfast
- Cemetery, Family or Church
- Club, Hunt
- Club, Private
- Commercial Feedlots
- Community Recreation
- Composting
- Crisis Center
- Custom Manufacturing
- Family Day Care Home
- Farm Employee Housing
- Fish Hatchery
- Forestry Operations
- Garden Center
- Home Beauty/Barber Salon
- Home Occupation, Type I
- Home Occupation, Type II
- Intensive Farming Facility
- Kennel, Commercial
- Kennel, Private

Chapter 19.6-Zoning

Livestock Sales/Auction
Manufactured Home
Manufactured Home, Accessory
Park and Ride Facility
Post Office
Public Maintenance and Service Facility
Public Parks and Recreation Areas
Religious Assembly
Residential Human Care Facility
Single-Family Dwelling
Small Scale or Residential Solar Energy Collection System
Stable, Commercial
Stable, Private
Utility Services
Veterinary Hospital/Clinic
Wayside Stand
Winery

C. Conditional Uses

Abattoir
Automobile Graveyard
Aviation Facility, Private
Brewery
Camps
Campgrounds
Cemetery, Private, Association, or For-Profit
Correctional Facilities
Day Care Center
Educational Facilities, Primary/Secondary
Farm Brewery, Limited
Golf Course
Landfill, Sanitary
Landscaping & Lawn Care Services
Manufactured Home Park
Outdoor Gatherings
Planned Unit Development
Public Assembly
Recycling Center
Resource Extraction
Retreat/Lodge
Safety Services, Private
Sawmill
Scrap & Salvage Services
Second Dwelling
Shooting Range, Indoor

Chapter 19.6-Zoning

Shooting Range, Outdoor
Storage of Sewage Sludge
Transfer Station
Utility Scale Solar Energy Farm (Large Scale)
Wind Energy System
Wireless Communication Facility

D. Site Development Regulations

a. Minimum Lot Requirements

- i. All lots regardless of sewer and water provisions
 - 1. Area: 1 acre (43,560 square feet)
 - 2. Frontage: 150 feet on a publicly owned and maintained street.

b. Minimum Setback Requirements

- i. Principal Structure
 - 1. Front: 50 feet from property line or 75 feet from centerline of public road, whichever is greater
 - 2. Side: 25 feet
 - 3. Rear: 35 feet
- ii. Accessory Structure
 - 1. Front: 75 feet from the centerline of public road or behind the front building line, whichever distance is less.
 - 2. Side: 15 feet
 - 3. Rear: 15 feet

c. Maximum Height of Structures

- i. All structures (except silos): 45 feet
- ii. Silos: 100 feet

d. Maximum Coverage

- i. Building Coverage: 10 percent of the total lot area
- ii. Lot Coverage: 25 percent of the total lot area

Rezoning Application (Piney Mountain District) for Danny Booker, who is seeking to rezone 1.0 acres from R-1, Low-Density Residential Zoning District to A-1, Agricultural Zoning District, located on Redbird Lane, near the intersection of Mockingbird Lane in the Bent Creek community.

AN ORDINANCE TO REZONE 1.0 ACRES LOCATED ON REDBIRD LANE AND IDENTIFIED AS TAX PARCEL IDENTIFICATION NUMBERS 5 (A) 78 FROM TO R-1, LOW-DENSITY RESIDENTIAL ZONING DISTRICT TO A-1, AGRICULTURAL ZONING DISTRICT.

WHEREAS, the owner of the subject property has petitioned for the rezoning from R-1, Low-Density Residential Zoning District to A-1, Agricultural Zoning District, of 1.0 acres located on Redbird Lane and otherwise known as Tax Parcel Identification Number 5 (A) 78 and shown as part of the application submitted for this petition; and

WHEREAS, the proposed rezoning was advertised and neighboring landowners were notified as required by Virginia Code §15.2-2204, §15.2-2285, and §15.2-1427(F) and the proposed rezoning has undergone properly advertised public hearings by the Planning Commission on June 14, 2021 and August 11, 2021 and by the Board of Supervisors on September 20, 2021; and

WHEREAS, the Planning Commission, at its regular meeting on August 11, 2021, having heard no objections during the public hearing, and having considered the staff report, having examined the Comprehensive Plan and the Zoning Ordinance, subsequently voted to recommend approval of the petition as submitted; and

WHEREAS, the Board has carefully considered the staff report, the recommendation of the Planning Commission, the presentation of staff, and the comments offered during the public hearings, if any; and

WHEREAS, the Board has determined that the requested rezoning meets the goals and objectives of the Comprehensive Plan and the purposes of the Zoning Ordinance; and

WHEREAS, the Board finds that the public necessity, convenience, general welfare, or good zoning practice requires adoption of an ordinance to amend the zoning district classification of the subject property.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APPOMATTOX COUNTY, VIRGINIA that in consideration of the Planning Commission's recommendation, for reason of public necessity, convenience, general welfare, and good zoning practice, the proposed rezoning is hereby granted and 1.0 acres of Tax Parcel Identification Numbers 5 (A) 78, as described herein, is hereby rezoned from R-1, Low-Density Residential Zoning District to A-1, Agricultural Zoning District; and

BE IT FURTHER ORDAINED that the County's Official Zoning Map shall be amended to reflect the change in zoning classification authorized by this ordinance and the Zoning Administrator is instructed to enforce the proper zoning classification regulations for this property in accordance with the Appomattox County Zoning Ordinance.

This Ordinance shall take effect immediately.

Approved and adopted by the Board of Supervisors, Appomattox County, Virginia this 20th day of September, 2021.

Samuel E. Carter
Chairman, Appomattox County Board of Supervisors

ATTEST:

Susan M. Adams
Clerk, Appomattox County Board of Supervisors

**Resolution in Support of
Reducing Fees for a Concealed Handgun Permit
In Appomattox County**

WHEREAS, citizens of Appomattox County have the Constitutional right to bear arms as well as the right to apply for a Concealed Handgun Permit; and

WHEREAS, Section 18.2-308.03 of the Code of Virginia establishes a maximum total fee of \$50.00 per Concealed Handgun Permit application, with no more than \$35.00 of that amount to be charged by the local law enforcement agency conducting the background investigation on the applicant; and

WHEREAS, the Virginia General Assembly has voted to remove the requirement that Concealed Handgun Applicants be fingerprinted, as fingerprinting was determined to be a labor-intensive process for local law enforcement; and

WHEREAS, considering the \$35.00 maximum fee set forth in Section 18.2-308.03 of the Code of Virginia was established to cover the expense of fingerprinting, forty-eight (48) local law enforcement agencies discontinued charging this fee to their citizens applying for a Concealed Handgun Permit; and

WHEREAS, in Appomattox County, a court order dated July 26, 1995, issued by the Honorable Richard S. Blanton, Appomattox County Circuit Court Judge, established a fee of \$35.00 to cover "the costs associated with the processing of the application through the local law enforcement agency (Appomattox County Sheriff's Department)"; and

WHEREAS, a February 21, 2020, opinion issued by Virginia Attorney General Mark R. Herring to the Lunenburg County Clerk of the Circuit Court concluded that neither the Board of supervisors nor the Circuit Court is "statutorily authorized" to set any portion of the discretionary fees associated with the processing of a Concealed Handgun Permit, and that by statute, these fees may only be set in part by the Sheriff and in part by the Virginia State Police.

NOW, THEREFORE BE IT RESOLVED that the Appomattox County Board of Supervisors does hereby request that the Sheriff request to the Court to set the fee at \$15.00, which aligns with the majority of other Law Enforcement agencies throughout the State, who are no longer required to perform finger not performing fingerprinting services.

BE IT FURTHER RESOLVED that the Board of Supervisors supports following the example of good government set by the nearly fifty (50) local law enforcement agencies that have discontinued charging this fee since fingerprinting is no longer part of the application process for Virginia residents wishing to apply for a Concealed Handgun Permit.

Samuel E. Carter, Chairman
Appomattox County Board of Supervisors

Final CSA FY 2021 Expenditures				
	Total Expenditures:	State Share:		Local Share:
Reported:	\$ 2,425,433.77	\$	1,849,575.51	\$ 575,858.26
Additional: (0.1319)	\$ 2,230.00	\$	1,935.86	\$ 294.14
Refund to report: (0.2639)	\$ (4,397.41)	\$	(3,236.93)	\$ (1,160.48)
Final FY Expenditures:	\$ 2,423,266.36	\$	1,848,274.44	\$ 574,991.92

\$450,000-Budget

\$124,991.92-Supplement

FY 21

RECEIVED

SEP 10 2021

Historic Appomattox Railroad Festival

Initial: _____

Dear Parade Participants:

The Historic Appomattox Railroad Festival invites you to join other local organizations, Civic groups, and individuals in making the annual HARF parade an event to remember. Mark your calendar for **Saturday, October 9, 2021**. The parade will begin at 9:30 am and travel through downtown Appomattox beginning at the Appomattox County Elementary School. Numbers will be assigned upon receipt of your application. **These numbers will be mailed out October 1 and need to be in the right hand corner of the vehicle participating in the parade for entrance into the parade parking lot. If this number is not visible when your entry arrives, you will be placed at the end of the lineup. Please notify all persons riding with your entry of the entry number you have been assigned so they will know where you are in the lineup.** Parents riding with the entry may park at the front of the Elementary School in the lower parking lots; all other participants need to be dropped off. **Please make parents aware of this.**

Prizes will be awarded for the best entries in the following areas:

Prizes - \$250 (1st place), \$125 (2nd place), \$75 (3rd place) amounts in the following:

Most Creative Float by any group or person(s).

Please mark on the entry form if you would like for your entry to be judged.

***Conditions of Parade Participation:**

(1) The participating organization shall indemnify and hold harmless the Appomattox Town Council and/or the Historic Appomattox Railroad Festival from all claims for injury to or the death of any person and for damage to or the loss of any property arising out of or attributed directly or indirectly, in whole or in part, to the participation of the organization and its member participants in the parade.

(2) Participants shall follow all instructions of the Appomattox Town Manager and/or the Historic Appomattox Railroad Festival, or their designees, including law enforcement officers, to ensure the parade takes place in an orderly fashion which does not endanger the health or safety of participants or spectators.

(3) The individual(s) listed below as operators of the float, who are licensed driver(s), shall be the only person(s) operating the float. The float operator shall obey all traffic laws and, in addition, shall not exceed a speed of 5 miles per hour or the maximum safe speed for the conditions, whichever is less, during the parade. Floats are subject to inspection and approval by the Appomattox Town Manager and/or the Historic

Appomattox Railroad Festival, or their designees, including law enforcement officers, who may remove a float from participation in the parade upon a determination that the operation, design or construction of the float constitutes or will constitute a hazard to the health or safety of participants or spectators.

(4) Participants shall not throw candy or any other items from the floats into the crowd, as this may create a risk of injury to spectators. If participants wish to distribute candy or other items, they shall hand the items directly to spectators. Participants shall not commit any acts that endanger the health or safety of participants or spectators. The Appomattox Town Manager and/or the Historic Appomattox Railroad Festival, or their designees, including law enforcement officers, may remove a participant or his/her organization from participating in the parade upon a determination that such participation constitutes or will constitute a hazard to the health or safety of participants or spectators.

(5) Only those individuals listed below shall be permitted to participate in the parade. No other participants shall take part in the parade without approval, in writing, by the Appomattox Town Manager and/or the Historic Appomattox Railroad Festival, or their designee prior to the beginning of the parade.

(6) By his/her signature below, the representative agrees to ensure that all participants in his/her organization comply with the conditions of parade participation listed above and, with proper lawful authority, binds his/her organization to such conditions.

(4) Participants shall not throw candy or any other items from the floats into the crowd.

(7) All horse entries shall provide their own equipment to clean up after their horse(s) before and after the parade. **Any horse and/or rider that CAN NOT control their horse during the parade route will be asked to exit the parade.**

The Appomattox Town Manager and/or the Historic Appomattox Railroad Festival, or their designee, may remove a float from participation in the parade upon a determination that the operation, design or construction of the float constitutes or will constitute a hazard to the health or safety of participants or spectators.

(8) All entries with children participating shall have adequate adult supervision, as determined in the sole discretion of the Appomattox Town Manager and/or the Historic Appomattox Railroad Festival, or their designee.

(9) Elected officials and candidates for political office (collectively "politicians") are permitted to participate in the parade. However, politicians shall not display campaign signage during the parade except on the vehicle in which the politician is riding. Each politician participating shall be limited to one vehicle in the parade.

For more information, you can contact Tina Dunnam at (434) 352-5600 (Monday - Friday)

his/her organization comply with the conditions of parade participation listed above.

Regards, our lawful authority, binds his/her organization to such conditions.

Tina Dunnam

(7) All horse entries shall provide their own equipment to clean up after their horse(s) before and after the parade. Any horse and/or rider that CAN NOT control their horse during the parade route will be asked to exit the parade.

2021 Parade Application

Date: Saturday, October 9, 2021

Time: 9:30 am

Name of

Organization: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Cell Phone Number (Day of Parade): _____

Email Address: _____

Type of Entry: _____

Number of Vehicles

And/or Participants: _____

☐ Enter Line Yes, please judge my entry in the float category.

Please give a brief description of your entry – this is what will be announced on Main Street:

Cell Phone Number (Day of Parade): _____

Name of Individual Operating the Float: _____

Email Address: _____

Please mail entries to:

Tina Dunnam

P. O. Box 2099

Appomattox, VA 24522

AD
Aug 26, 2021

August 26, 2021

Bill

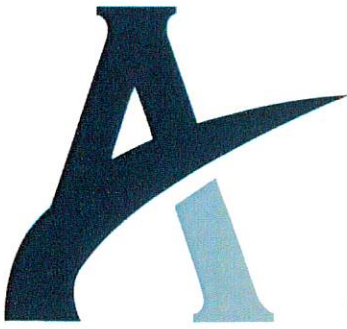
For: Refund on payment for rental at the Appomattox Community Center for
August 28, 2021 Due to Covid

Amount: \$175.00

Payable To: Kelsey Kidd

1101-5804

VENDOR	DESCRIPTION	INVOICE #	INVOICE DATE	AMOUNT	DATE PAID	CHECK #
	PROJECT - AMS GYM HVAC					
Comfort Systems	AMS Gym HVAC	115170	7/30/2020	\$ 22,864.90	8/27/2020	217411
Comfort Systems	AMS Gym HVAC	115478	8/24/2020	\$ 80,027.15	9/24/2021	217598
Comfort Systems	AMS Gym HVAC	217706	9/23/2021	\$ 91,459.60	10/20/2020	217706
Comfort Systems	AMS Gym HVAC	116235	10/27/2021	\$ 34,297.35	11/19/2020	217751
	PROJECT TOTAL			\$ 228,649.00		
	DIVISION LIGHTING UPGRADE-SCHOOLS AND PARKING LOTS					
Batteries Plus	Division lighting upgrade	P35546571	1/11/2021	\$ 7,571.66	1/14/2021	218024
Batteries Plus	Division lighting upgrade	P36175328	1/29/2021	\$ 359.58	1/29/2021	218160
Batteries Plus	Division lighting upgrade	P36302257	2/2/2021	\$ 1,005.09	1/29/2021	218160
Batteries Plus	Division lighting upgrade	P36736976	2/16/2021	\$ 14,561.13	1/29/2021	218160
Batteries Plus	Division lighting upgrade	P38870358	4/19/2021	\$ 53.90	4/29/2021	218410
Batteries Plus	Division lighting upgrade	P38870404	4/19/2021	\$ 910.00	4/29/2021	218410
Duraseal, Inc.	Division LED light fixtures	5007	4/26/2021	\$ 19,850.00	5/27/2021	218561
Batteries Plus	Division lighting upgrade	P39174727	4/28/2021	\$ 3,293.42	5/27/2021	218560
	PROJECT TOTAL			\$ 47,604.78		
	ACHS WATER HEATERS PROJECT					
Southern Refrigeration	ACHS water tank	3967935	5/27/2021	\$ 6,184.34	6/10/2021	218662
Southern Refrigeration	ACHS water heaters	3974512	6/8/2021	\$ 16,150.00	6/10/2021	218662
Southern Refrigeration	ACHS kitchen water heater system	3974940	6/8/2021	\$ 1,150.00	6/10/2021	218662
Industrial Heating Company	Water heater installation	18081	6/22/2021	\$ 8,167.50	6/29/2021	218805
Hajoca Corp (Hughes)	Materials for water heater installation	S161944489-001	6/9/2021	\$ 3,304.12	6/29/2021	218804
Hajoca Corp (Hughes)	Materials for water heater installation	S161944489-002	6/14/2021	\$ 285.02	6/29/2021	218804
Hajoca Corp (Hughes)	Materials for water heater installation	S161944489-003	6/14/2021	\$ 637.06	6/29/2021	218804
Hajoca Corp (Hughes)	Materials for water heater installation	S161944489-001	6/17/2021	\$ 251.97	6/29/2021	218804
Ferguson Enterprises	Materials for water heater installation	8028232	6/10/2021	\$ 180.79	6/29/2021	218803
	PROJECT TOTAL			\$ 36,310.80		
	AMS Window Shade replacements					
Curtains, Blinds & Bath	AMS Window Shade replacements	62487	6/18/2021	\$ 41,950.00	6/29/2021	218802
	PROJECT TOTAL			\$ 41,950.00		



APPOMATTOX COUNTY PUBLIC SCHOOLS

Learning Today, Leading Tomorrow

ANNETTE A. BENNETT, Ed. D.
DIVISION SUPERINTENDENT

SCHOOL BOARD MEMBERS:

GREGORY A. SMITH
Chairman
Courthouse District

WYATT K. TORRENCE
Vice-Chairman
Appomattox River District

BOBBY K. WADDELL - INTERIM
Piney Mountain District

JASON L. WELLS
Wreck Island District

ROGER B. STOUGH - INTERIM
Falling River District

CENTRAL OFFICE STAFF:

BRUCE R. MCMILLAN
Director of Finance and
Human Resources

MARY L. SHERRY
Director of Student Services

AMY D. HUSKIN, Ed. D.
Director of Curriculum,
Instruction and CTE

CHERYL J. SERVIS, Ed. D.
Supervisor of Instruction
and Federal Programs

PHILLIP G. AMOS JR.
Supervisor of Technology
and Security

CARRINGTON W. PRITCHARD
Clerk of the Board

TO: Appomattox County Board of Supervisors

FROM: Annette A. Bennett, Ed.D. Superintendent
Appomattox County Public Schools

DATE: July 1, 2021

SUBJECT: Re-Appropriation Request

Re-appropriation is requested from the following Fund balance as of June 30, 2021. The amount requested in this re-appropriation are funds currently in the School Capital Improvement Fund and School Textbook accounts. The amounts requested are the funds which are in the accounts. No new county funds are requested.

<u>FUND</u>	<u>TITLE</u>	<u>AMOUNT</u>
Fund 3	School Capital Improvement Fund	\$ 909,263.06
Fund 6	School Textbook Fund	<u>\$ 108,716.57</u>
TOTAL		\$1,017,979.63

Respectfully Submitted,


Annette A. Bennett, Ed.D.
Superintendent

Approved:

Appomattox County Board of Supervisors
Signed:

Samuel E. Carter, Chairman

Date: _____



COUNTY OF APPOMATTOX

Post Office Box 863

Appomattox, VA 24522

APPLICATION FOR CITIZEN SERVICE

If you are a citizen of Appomattox County and would like to serve on one of the County's Boards or Commissions, please complete this application and return it to the Office of the County Administrator, P.O. Box 863, Appomattox, VA 24522. Thank You.

DATE: 9/10/2021

NAME: Darlene F Reed

ADDRESS: P O Box 448 Spout Spring, Va 24593

PHONE: 434-664-9493 (HOME) _____ (WORK)

ELECTION DISTRICT: Falling River

OCCUPATION: Gov't worker

PLACE OF EMPLOYMENT: Social Security Administration

ARE YOU A REGISTERED VOTER?: Yes

HOW LONG HAVE YOU BEEN A RESIDENT OF APPOMATTOX COUNTY? 63

BOARD(S) OR COMMISSION(S) ON WHICH YOU ARE INTERESTED IN SERVING: Zoning Appeals

Please identify on the bottom of this page or on an attached page any special talent, experience or educational preparation which might be especially beneficial to a Board or Commission.

SPECIAL NOTE: As a member of a Board or Commission, you will be expected to attend at least 75% of the meetings. Please note the by-laws of some Boards and Commissions limit the number of terms served. This application is a notification of your interest to serve on a particular Board or Commission and that the Board of Supervisors shall consider your qualifications upon the next vacancy in that Board or Commission.




**APPOMATTOX COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

P.O. Box 863, Appomattox, VA 24522 Phone: (434) 352-2637
www.AppomattoxCountyVA.gov

MEMORARNDUM

To: Appomattox County Board of Supervisors

From: Johnnie Roark 
Deputy Director of Operations/
Director of Community Development

Date: September 20, 2021

Subject: 2021 Appomattox County Redistricting

The purpose of this memorandum is to present the Board of Supervisors with some background information, provide an overview of the local redistricting process, and present local guidelines that will lead decision-makers through this undertaking.

BACKGROUND

The U.S. Census Bureau conducts decennial census in years ending in zero, on Census Day, April 1. Census 2020 questions aimed to provide a snapshot of the nation, not only through obtaining an accurate count of the number of people at each address but also demographic information about those individuals and whether the home is owned or rented. The Appomattox County self-response rate (63.3%) was slightly lower than that state (71.5%) and national rates (67%). Overall, these numbers were relatively similar to the 2010 response rates and do not appear to be significantly impacted by the COVID-19 pandemic.

By statute, the Census Bureau was to release apportionment data by the end of December, 2020; however, the Bureau was not able to meet that deadline and the data was instead released on April 26, 2021. Apportionment data is not the detailed data used for local redistricting, but instead it consists of population counts by state, which is then used to determine the allocation of Congressional seats in the House of Representatives. You may have heard about this data release in the local news where some states gained seat(s) and some states lost seat(s).

Federal statute requires the release of the more detailed redistricting data by April 1, 2021. However, this release did not occur. The Census Bureau has stated that the release schedule of the redistricting data has been affected by both delays caused by the COVID-19 pandemic and by internal changes made to accelerate the processing of the apportionment data. Following

the release of the data by the Census Bureau, the Virginia Division of Legislative Services (DLS) will make an additional adjustment to the redistricting data, to reflect the reallocation of incarcerated populations based on place of residency at the time of incarceration, not the location of the facility that an individual is incarcerated. Once this adjustment is made, then the data will be released to the localities. This is anticipated to happen by October 30, 2021.

The population data release so far indicates Appomattox County's population grew 7.7% from 14,973 in 2010 to 16,119 in 2020.

LOCAL REDISTRICTING

As described in the *Guide to Local Redistricting for 2021*, Article VII, Section 5 of the Constitution of Virginia requires any locality that conducts elections by district to change its district boundaries every 10 years in the year ending in one (i.e. the year following the decennial census). The requirements for local redistricting are prescribed in great detail in Virginia Code §24.2-304.1. The principal requirements are:

- Districts shall be composed of contiguous and compact territory;
- Districts shall be constituted as to give as nearly practicable, representation in proportion to the population of the district (i.e. districts should have substantially the same population), and
- Local governing bodies should use the most recent decennial population figures from the United States Census Bureau.

The *Guide to Local Redistricting for 2021* recommends that "local election districts should have populations that are substantially equal to one another, with a plus or minus five percent deviation from the ideal district population."

Past Board of Supervisors have appointed a local Redistricting Committee to make a recommendation to the full Board of Supervisors (similar to how the Planning Commission acts in an advisory capacity).

Prior to 2014, localities were subject to a "preclearance" process under Section 5 of the Voting Rights Act, meaning that any change to any election practice or procedure and all redistricting plans had to be submitted for approval by the United States Department of Justice or a federal court. A 2013 federal court ruling ended the requirement for federal preclearance. However, the General Assembly has adopted a state level "preclearance" process via Virginia Code §24.2-129, which Mr. Lacheney could provide more detail on if anyone has questions about that process.

As far as a timeline, this is quite unpredictable and invariably governed by the issuance of the data by the Census Bureau. Assuming the data arrives late October, the Redistricting Committee will need to meet throughout November and December to review various scenarios using the incoming data. The Committee will develop multiple scenarios and will make a recommendation to the Board of Supervisors. The Board of Supervisors will ultimately select a redistricting plan. Then, the Board of Supervisors must have a public hearing and adopt a Redistricting Ordinance, which must be submitted to the Attorney General for review (i.e. preclearance). Upon approval of the Attorney General, the new district plan will be implemented and new voter registration cards will be issued.

This effort will be undertaken as quickly as possible, but most likely will run into calendar year 2022. Staff has prepared a list of guidelines for the Redistricting Committee to use in their evaluation of scenarios (*see attachment #1*).

Additional detailed information on the requirements and legal parameters can be found in the *Guide to Local Redistricting for 2021*, which staff will be happy to provide upon request.

Finally, the Board of Supervisors may consider the appointment of representatives to a Redistricting Committee, if it so chooses. A recommended make-up of the committee is as follows:

1. Two (2) members of the Board of Supervisors
2. One (1) member of the Appomattox Town Council
3. One (1) member of the Pamplin Town Council
4. County Administrator
5. Director of Community Development
6. General Registrar
7. Two (2) citizens at large



**APPOMATTOX COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

P.O. Box 863, Appomattox, VA 24522 Phone: (434) 352-2637
www.AppomattoxCountyVA.gov

Attachment #1

Appomattox County 2021 Redistricting Guidelines

1. All districts shall have equal representation

Districts should be drawn to provide representation in proportion to the population of the district. The "one person one vote" approach is of paramount consideration. In the past, Appomattox County has used a deviation of plus or minus five (5) percent from the mathematical average as an acceptable level of representation.

2. The plan shall comply with the Voting Rights Act

According to the Voting Rights Act, districts should be drawn in such a way that assures minority voters have an equal opportunity to participate in the political process and to elect representatives of their choice.

3. All districts must be compact and contiguous

Each district should be a single geographic unit, not composed of separated parts.

4. The Census shall be the source of data

Appomattox County must use adjusted U.S. Census Bureau data supplied by the Virginia Division of Legislative Services.

5. Preserve communities of interest

To the maximum extent possible, areas that have readily identifiable communities of interest shall not be split. Residential subdivisions or small villages are examples of communities of interest that should remain intact.

6. Create Districts with similar interest among communities

To the extent possible, create districts where the residents have similar issues and concerns as it relates to land use, development, traffic patterns, etc.

7. Consider voter convenience and effective election administration

Each precinct must have a polling place within or immediately adjacent to it.

8. Use geographical or physical features, especially arterial roadways, for district and precinct boundaries

It is essential that the district and precinct boundaries be easily identifiable. Such features as roadways, stream beds, and riverbeds provide distinctive, identifiable boundaries.

FY 2021

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 1
Date: 09/16/21
Time: 11:48:11

Budget Account	Vendor ID	Description	Invoice ID	Amount
01220 INFORMATION TECHNOLOGY				
001-012200-5203	COMMONWEALTH OF	TELECOMMUNICATIONS	T439951	\$ 237.17
Total for: 012200 INFORMATION TECHNOLO				\$ 237.17
01301 ELECTORAL BD/OFFICAL				
001-013010-1003	LECKRONE, DAVID	ELECTION OFFICIALS WAGES	202011	\$ 265.00
001-013010-1003	SERVIS, BERNADET	ELECTION OFFICIALS WAGES	08182021	\$ 110.00
Total for: 013010 ELECTORAL BD/OFFICAL				\$ 375.00
01302 REGISTRAR				
001-013020-7001	STAPLES BUSINESS	EQUIPMENT	7321518029-0-6	\$ 833.23
Total for: 013020 REGISTRAR				\$ 833.23
02109 COURT SEVICES UNIT				
001-021090-5413	COUNTY OF CHARLO	JCCCA MOE	FY 2021	\$ 332.00
001-021090-3009	COUNTY OF CHARLO	PURCHASED SERVICES	FY 2021	\$ 3,420.00
Total for: 021090 COURT SEVICES UNIT				\$ 3,752.00
03102 SHERRIFF				
001-031020-5503	SAMS, CHRISTOPHE	TRAVEL (SUSISTANCE/LODGING)	09162021	\$ 70.07
Total for: 031020 SHERRIFF				\$ 70.07
04205 LANDFILL CONVENIENCE				
001-042050-5415	HAMLETT, GENE	SAFETY SUPPLIES	09162021	\$ 40.00
Total for: 042050 LANDFILL CONVENIENCE				\$ 40.00
05310 COMPREHENSIVE SERVICE				
001-053100-3001	ALTAVISTA YMCA	PROFESSIONAL SERVICES	06072021	\$ 580.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9273	\$ 1,650.00
Total for: 053100 COMPREHENSIVE SERVIC				\$ 2,230.00
08104 ZONING/SUBDIVISION/P				
001-081040-1003	BLACKWELL, SARAH	PART TIME	08182021	\$ 50.00
Total for: 081040 ZONING/SUBDIVISION/P				\$ 50.00
Total Payments: \$				7,587.47

FY 2022

Budget Account	Vendor ID	Description	Invoice ID	Amount
01101 BOARD OF SUPERVISORS				
001-011010-5501	ABBITT JR., WATK	TRAVEL (MILEAGE/MEALS)	09202021	\$ 400.00
001-011010-5408	ANDYS AUTO CARE,	VEHICLE EQUIPMENT/GASOLINE SUPP	6354	\$ 60.55
001-011010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 199.89
001-011010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 199.89
001-011010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 199.89
001-011010-5501	CARTER, SAMUEL E	TRAVEL (MILEAGE/MEALS)	09202021	\$ 400.00
001-011010-5501	HINKLE, JOHN	TRAVEL (MILEAGE/MEALS)	09202021	\$ 400.00
001-011010-5501	HIPPS, TREVOR	TRAVEL (MILEAGE/MEALS)	09202021	\$ 400.00
001-011010-5501	HOGAN, WILLIAM H	TRAVEL (MILEAGE/MEALS)	09202021	\$ 400.00
001-011010-5804	KIDD, KELSEY	OPERATING RESERVE	08262021	\$ 175.00
001-011010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 156.44
001-011010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 223.74
001-011010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 30.58
001-011010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 71.77
001-011010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 200.22
001-011010-5804	T SHIRTZ NOW	OPERATING RESERVE	5503	\$ 156.00
001-011010-3007	WOMACK PUBLISHIN	ADVERTISING	29621.	\$ 110.46
001-011010-3007	WOMACK PUBLISHIN	ADVERTISING	29624	\$ 95.68
001-011010-3007	WOMACK PUBLISHIN	ADVERTISING	29624.	\$ 90.68
001-011010-3007	WOMACK PUBLISHIN	ADVERTISING	29621	\$ 105.46
Total for: 011010 BOARD OF SUPERVISORS				\$ 4,076.25
01201 COUNTY ADMINISTRATOR				
001-012010-5501	ADAMS, SUSAN	TRAVEL (MILEAGE/MEALS)	09202021	\$ 400.00
001-012010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 44.90
001-012010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 39.16
001-012010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 21.94
001-012010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 33.03
001-012010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 437.78
001-012010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 555.24
001-012010-5201	BMS DIRECT	POSTAGE	153920P	\$ 4,776.00
001-012010-5201	BMS DIRECT	POSTAGE	153921P	\$ 2,571.00
001-012010-5201	PITNEY BOWES-2	POSTAGE	09202021	\$ 500.00
001-012010-3005	TIAA COMMERCIAL	MAINTENANCE SERVICE CONTRACT	8367052	\$ 299.69
001-012010-3005	TIAA COMMERCIAL	MAINTENANCE SERVICE CONTRACT	8367052	\$ 1.85
Total for: 012010 COUNTY ADMINISTRATOR				\$ 9,680.59
01204 LEGAL SERVICES				
001-012040-3002	DEAL & LACHENEY	PROFESSIONAL SERVICES	5028	\$ 5,687.50
Total for: 012040 LEGAL SERVICES				\$ 5,687.50
01209 COMMISSIONER OF REVENUE				
001-012090-7001	DELL MARKETING L	MACHINERY & EQUIPMENT	10514491485	\$ 972.05
001-012090-5401	THE SUPPLY ROOM	OFFICE SUPPLIES	4356341-0	\$ 54.75
001-012090-8001	TIAA COMMERCIAL	EQUIPMENT RENTAL	8367052	\$ 36.27
Total for: 012090 COMMISSIONER OF REVE				\$ 1,063.07
01213 TREASURER				
001-012130-5808	DMV RECEIPTING C	DMV STOPS	202124300837	\$ 2,375.00
001-012130-5401	JEFFERSON GALLER	OFFICE SUPPLIES	14801	\$ 354.89
001-012130-5501	PHELPS, VICKY	TRAVEL (MILEAGE/MEALS)	09202021	\$ 36.40
001-012130-5201	QUADIENT, INC.	POSTAGE	N9001573	\$ 248.64
001-012130-5401	STEPS, INC.	OFFICE SUPPLIES	16325	\$ 30.50
001-012130-3005	TIAA COMMERCIAL	MAINTENANCE SERVICE CONTRACT	8367052	\$ 36.27
Total for: 012130 TREASURER				\$ 3,081.70
01220 INFORMATION TECHNOLOGY				
001-012200-5203	ADAMS, SUSAN	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	BAILEY, ACE	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	BANK OF AMERICA	TELECOMMUNICATIONS	09032021	\$ 109.20
001-012200-5203	BANK OF AMERICA	TELECOMMUNICATIONS	09032021	\$ 7.95
001-012200-5203	COMMONWEALTH OF	TELECOMMUNICATIONS	T443326	\$ 163.47
001-012200-5203	DIXON, ANNE	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	HAMLETT, LONNY	TELECOMMUNICATIONS	09202021	\$ 65.00

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmccormick

Page: 2
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
001-012200-5203	JOHNSON, GEORGE	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	LUCADO, PATRICIA	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	MARSHALL, KAYLA	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	MCCLEESE, CAREY	TELECOMMUNICATIONS	09202021	\$ 35.00
001-012200-5203	MCCORMICK, WANDA	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	SANDMAN, ASHLEY	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-5203	SHEPHERD, JEFF	TELECOMMUNICATIONS	09202021	\$ 500.00
001-012200-5203	SPENCER, JOHN	TELECOMMUNICATIONS	09202021	\$ 65.00
001-012200-4001	THOMAS BROTHERS	SOFTWARE/SUPPORT	08302021	\$ 250.00
001-012200-5203	U S CELLULAR	TELECOMMUNICATIONS	0457969976	\$ 195.90
001-012200-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 606.09
001-012200-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 124.73
001-012200-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 52.73
001-012200-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 862.38
001-012200-5203	VERIZON WIRELESS	TELECOMMUNICATIONS	9886803828	\$ 240.12
Total for: 012200 INFORMATION TECHNOLO				\$ 3,862.57
01301 ELECTORAL BD/OFFICAL				
001-013010-5401	JAMERSON BUILDIN	OFFICE SUPPLIES	756317	\$ 78.57
001-013010-5401	JAMERSON BUILDIN	OFFICE SUPPLIES	756318	\$ 38.50
001-013010-5401	JAMERSON BUILDIN	OFFICE SUPPLIES	756330	\$ 8.99
001-013010-5401	JAMERSON BUILDIN	OFFICE SUPPLIES	756787	\$ 23.52
001-013010-5504	POYNTER, FRANK J	TRAVEL (CONVENTION/EDUC/TRAININ	20210825	\$ 82.88
001-013010-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	08272021	\$ 14.35
Total for: 013010 ELECTORAL BD/OFFICAL				\$ 246.81
01302 REGISTRAR				
001-013020-5401	MORTON, PATRICIA	OFFICE SUPPLIES	202109	\$ 81.20
001-013020-7001	MORTON, PATRICIA	EQUIPMENT	202109	\$ 26.31
001-013020-3004	SHARP ELECTRONIC	REPAIRS/MAINTENANCE	9003422145	\$ 291.01
001-013020-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	08272021	\$ 13.56
001-013020-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	08272021	\$ 13.56
Total for: 013020 REGISTRAR				\$ 425.64
01800 PUBLIC UTILITIES				
082-018000-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 273.70
082-018000-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 9.68
082-018000-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 59.64
Total for: 018000 PUBLIC UTILITIES				\$ 343.02
02101 CIRCUIT COURT				
001-021010-1007	ALMOND, GEORGE E	JURORS/WITNESS	09202021	\$ 30.00
001-021010-1007	COOTER, DARLENE	JURORS/WITNESS	09202021	\$ 30.00
001-021010-1007	HARVEY, DONALD	JURORS/WITNESS	09202021	\$ 30.00
001-021010-1007	HARVEY, SHANA M.	JURORS/WITNESS	09202021	\$ 30.00
001-021010-1007	HOGAN, WILLIAM H	JURORS/WITNESS	09202021	\$ 30.00
001-021010-1007	MARSHALL, STEPHE	JURORS/WITNESS	09202021	\$ 30.00
001-021010-1007	PANNELL, J. VINC	JURORS/WITNESS	09202021	\$ 30.00
Total for: 021010 CIRCUIT COURT				\$ 210.00
02102 GENERAL DISTRICT				
001-021020-3005	STEPS, INC.	MAINTENANCE SERVICE CONTRACT	16323	\$ 30.00
001-021020-5401	THE SUPPLY ROOM	OFFICE SUPPLIES	4354374-0	\$ 476.99
001-021020-8001	TIAA COMMERCIAL	LEASE AGREEMENT	8367052	\$ 176.60
Total for: 021020 GENERAL DISTRICT				\$ 683.59
02105 JUVENILE/DOMESTIC REL				
001-021050-5413	CRYSTAL SPRINGS	MISCELLANEOUS EXPENSE	18100945 082821	\$ 35.73
001-021050-5203	QUADIANT, INC.	TELECOMMUNICATIONS	58629759	\$ 288.72
001-021050-5401	THE SUPPLY ROOM	OFFICE SUPPLIES	4383561-0	\$ 63.55
001-021050-7001	TIAA COMMERCIAL	EQUIPMENT	8367052	\$ 138.04
Total for: 021050 JUVENILE/DOMESTIC RE				\$ 526.04
02106 CLERK OF CIRCUIT COURT				

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 3
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
001-021060-5501	MILLER, TRACY A.	TRAVEL (MILEAGE/MEALS)	09202021	\$ 22.89
001-021060-3004	TIAA COMMERCIAL	LEASE COPIER	8367052	\$ 166.66
Total for: 021060 CLERK OF CIRCUIT COU				\$ 189.55
02109 COURT SERVICES UNIT				
001-021090-5413	COUNTY OF CHARLO	JCCCA MOE	FY 2022	\$ 332.00
001-021090-5203	U S CELLULAR	TELECOMMUNICATIONS	0457969976	\$ 61.60
Total for: 021090 COURT SERVICES UNIT				\$ 393.60
02130 MAGISTRATES				
001-021300-3005	TIAA COMMERCIAL	MAINTENANCE SERVICE CONTRACT	8367052	\$ 36.27
Total for: 021300 MAGISTRATES				\$ 36.27
02201 COMMONWEALTH ATTN				
001-022010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 13.68
001-022010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 24.50
001-022010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 52.25
001-022010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 1,115.52
001-022010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 1,115.52
001-022010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 1,051.02
001-022010-5501	SMITH, DANA T.	TRAVEL (MILEAGE/MEALS)	09022021	\$ 274.86
001-022010-5203	VERIZON WIRELESS	TELECOMMUNICATIONS	9885828934	\$ 405.10
Total for: 022010 COMMONWEALTH ATTN				\$ 4,052.45
03102 SHERIFF				
001-031020-7001	ADVANCED COMMUNI	EQUIPMENT	6927	\$ 67.50
001-031020-7001	ADVANCED COMMUNI	EQUIPMENT	6928	\$ 165.92
001-031020-3005	ALLIED SECURITY	MAINTENANCE SERVICE CONTRACT	302667	\$ 24.00
001-031020-5407	ALLIED SECURITY	REPAIRS & MAINTENANCE SUPPLY	302836	\$ 232.40
001-031020-5408	APPOMATTOX OUTDO	VEHICLE EQUIPMENT/GASOLINE SUPP	61093	\$ 19.00
001-031020-5203	BEACON CREDIT UN	TELECOMMUNICATIONS	09032021	\$ 131.92
001-031020-5201	BEACON CREDIT UN	POSTAGE	09032021	\$ 7.95
001-031020-5503	BEACON CREDIT UN	TRAVEL (SUSISTANCE/LODGING)	09032021	\$ 6.33
001-031020-7005	BEACON CREDIT UN	MOTOR VEHICLE/EQUIPMENT	09032021	\$ 5.00
001-031020-7001	BOB BARKER COMPA	EQUIPMENT	1660848	\$ 238.03
001-031020-3005	FIRE & SAFETY	MAINTENANCE SERVICE CONTRACT	107950	\$ 134.95
001-031020-7001	FIRE & SAFETY	EQUIPMENT	108525	\$ 118.80
001-031020-3004	HENDERSON ELECTR	REPAIRS/MAINTENANCE	10476	\$ 503.50
001-031020-5407	HENDERSON ELECTR	REPAIRS & MAINTENANCE SUPPLY	13418	\$ 162.50
001-031020-5503	JONES, DANIEL	TRAVEL (SUSISTANCE/LODGING)	09202021	\$ 23.17
001-031020-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 31.30
001-031020-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 24.56
001-031020-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 50.27
001-031020-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	190255	\$ 202.84
001-031020-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	190456	\$ 239.30
001-031020-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	190919	\$ 139.95
001-031020-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	192631	\$ 44.21
001-031020-5408	PAGE'S GARAGE	VEHICLE EQUIPMENT/GASOLINE SUPP	6021	\$ 637.25
001-031020-5408	PAGE'S GARAGE	VEHICLE EQUIPMENT/GASOLINE SUPP	6023	\$ 305.42
001-031020-5408	PAMPLIN EXXON SE	VEHICLE EQUIPMENT/GASOLINE SUPP	46426	\$ 348.66
001-031020-5408	PAMPLIN EXXON SE	VEHICLE EQUIPMENT/GASOLINE SUPP	46433	\$ 142.50
001-031020-5408	PAMPLIN EXXON SE	VEHICLE EQUIPMENT/GASOLINE SUPP	46542	\$ 50.40
001-031020-5408	PGI TOWING & TRA	VEHICLE EQUIPMENT/GASOLINE SUPP	21-21609	\$ 272.20
001-031020-5401	STAPLES CREDIT P	OFFICE SUPPLIES	09032021	\$ 25.57
001-031020-3005	TIAA COMMERCIAL	MAINTENANCE SERVICE CONTRACT	8367052	\$ 91.66
001-031020-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	795984	\$ 1,402.85
001-031020-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	802224	\$ 425.71
001-031020-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	809896	\$ 2,183.57
001-031020-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	809997	\$ 1,048.21
001-031020-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	816997	\$ 654.88
001-031020-5203	VERIZON WIRELESS	TELECOMMUNICATIONS	9886246170	\$ 881.65
001-031020-5408	WEBB'S TIRE COMP	VEHICLE EQUIPMENT/GASOLINE SUPP	217980	\$ 585.28
001-031020-5408	WEBB'S TIRE COMP	VEHICLE EQUIPMENT/GASOLINE SUPP	217989	\$ 686.00
001-031020-5408	WEBB'S TIRE COMP	VEHICLE EQUIPMENT/GASOLINE SUPP	218025	\$ 69.95
001-031020-5408	WEBB'S TIRE COMP	VEHICLE EQUIPMENT/GASOLINE SUPP	6019	\$ 585.28
001-031020-5408	WEBB'S TIRE COMP	VEHICLE EQUIPMENT/GASOLINE SUPP	6031	\$ 20.00
Total for: 031020 SHERIFF				\$ 12,990.44

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 4
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
03401 OFFICE BUILD/HOUSING				
001-034010-5504	BANK OF AMERICA	TRAVEL (CONVENTION/EDUC/TRAININ	09032021	\$ 250.00
001-034010-5408	BANK OF AMERICA	VEHICLE EQUIPMENT/GASOLINE SUPP	09032021	\$ 197.95
001-034010-5408	BANK OF AMERICA	VEHICLE EQUIPMENT/GASOLINE SUPP	09032021	\$ 105.00
001-034010-5411	BANK OF AMERICA	RECORD BOOKS/SUBSCRIPTIONS	09032021	\$ 802.88
001-034010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 104.52
001-034010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 173.46
Total for: 034010 OFFICE BUILD/HOUSING				\$ 1,633.81
03501 ANIMAL CONTROL				
001-035010-5410	BREMER, AMIE	UNIFORMS/WEARING APPAREL	09202021	\$ 63.16
001-035010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 95.92
001-035010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 133.96
001-035010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 94.84
001-035010-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 126.87
001-035010-5101	SOUTHSIDE ELECTR	ELECTRICAL SERVICES	09202021	\$ 820.23
001-035010-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 27.12
001-035010-5408	WEBB'S TIRE COMP	VEHICLE EQUIPMENT/GASOLINE SUPP	218009	\$ 65.95
Total for: 035010 ANIMAL CONTROL				\$ 1,428.05
03606 E911				
001-036060-7003	ABLE ZEBRA COMMU	COMMUNICATION EQUIPMENT	2816	\$ 536.80
001-036060-5405	APPOMATTOX TRUE	JANITORIAL/HOUSEKEEPING SUPPLIE	459197	\$ 12.14
001-036060-7001	BANK OF AMERICA	EQUIPMENT	09032021	\$ 17.89
001-036060-5417	JAMERSON BUILDIN	SIGNAGE	7568240	\$ 20.52
001-036060-5417	JZ SIGNS	SIGNAGE	3782	\$ 993.15
001-036060-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-702097	\$ 113.27
001-036060-5408	MANSFIELD OIL CO	VEHICLE EQUIPMENT/GASOLINE SUPP	SQLCD-704383	\$ 113.99
001-036060-5401	THE SUPPLY ROOM	OFFICE SUPPLIES	4376283-0	\$ 133.71
001-036060-3005	TIAA COMMERCIAL	MAINTENANCE SERVICE CONTRACT	8367052	\$ 127.93
001-036060-3002	TIMMONS GROUP	PROFESSIONAL SERVICES	268689	\$ 1,661.25
001-036060-5203	VANNOY, JOHN	TELECOMMUNICATIONS	09202021	\$ 65.00
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 56.27
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 56.27
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 455.96
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 76.79
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 1,058.01
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 677.43
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 677.43
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 77.74
001-036060-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09202021	\$ 76.79
001-036060-5203	VOIANCE LANGUAGE	TELECOMMUNICATIONS	1371686	\$ 1.96
Total for: 036060 E911				\$ 7,010.30
04205 LANDFILL CONVENIENCE				
001-042050-3004	AMELIA OVERHEAD	REPAIRS/MAINTENANCE	142694	\$ 649.50
001-042050-5408	APPOMATTOX FARM	VEHICLE EQUIPMENT/GASOLINE SUPP	9201	\$ 75.00
001-042050-3004	APPOMATTOX OUTDO	REPAIRS/MAINTENANCE	61002	\$ 106.55
001-042050-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 32.20
001-042050-5407	BANK OF AMERICA	REPAIRS & MAINTENANCE SUPPLY	09032021	\$ 39.99
001-042050-5407	BANK OF AMERICA	REPAIRS & MAINTENANCE SUPPLY	09032021	\$ 29.99
001-042050-5410	BANK OF AMERICA	UNIFORMS/WEARING APPAREL	09032021	\$ 46.60
001-042050-5407	BANK OF AMERICA	REPAIRS & MAINTENANCE SUPPLY	09032021	\$ 175.98
001-042050-5407	BANK OF AMERICA	REPAIRS & MAINTENANCE SUPPLY	09032021	\$ 24.99
001-042050-5415	BANK OF AMERICA	SAFETY SUPPLIES	09032021	\$ 48.75
001-042050-5408	BANK OF AMERICA	VEHICLE EQUIPMENT/GASOLINE SUPP	09032021	\$ 224.00
001-042050-5408	BANK OF AMERICA	VEHICLE EQUIPMENT/GASOLINE SUPP	09032021	\$ 11.64
001-042050-5408	BANK OF AMERICA	VEHICLE EQUIPMENT/GASOLINE SUPP	09032021	\$ 76.44
001-042050-5407	BANK OF AMERICA	REPAIRS & MAINTENANCE SUPPLY	09032021	\$ 462.69
001-042050-3004	BAYS TRASH REMOV	REPAIRS/MAINTENANCE	266246	\$ 204.00
001-042050-5101	CENTRAL VA EJECT	ELECTRICAL SERVICES	4469	\$ 295.98
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941460	\$ 72.63
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941461	\$ 69.62
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941462	\$ 101.76
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941463	\$ 195.56
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941464	\$ 195.56
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941465	\$ 195.56
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941466	\$ 195.56

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 5
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3941467	\$ 195.56
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942717	\$ 682.00
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942718	\$ 1,433.00
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942719	\$ 1,642.00
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942720	\$ 1,435.00
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942721	\$ 692.00
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942722	\$ 962.00
001-042050-3011	COUNTY WASTE	CONTRACTURAL SERVICE	3942723	\$ 1,694.00
001-042050-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 93.76
001-042050-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 88.53
001-042050-3002	DRAPER ADEN ASSO	PROFESSIONAL SERVICES	2021070298	\$ 8,974.18
001-042050-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	189284	\$ 156.71
001-042050-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	190386	\$ 477.76
001-042050-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	191098	\$ 61.81
001-042050-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	191099	\$ 44.95
001-042050-5408	NAPA AUTO PARTS	VEHICLE EQUIPMENT/GASOLINE SUPP	191955	\$ 49.09
001-042050-5407	PATSON'S POWER W	REPAIRS & MAINTENANCE SUPPLY	6683	\$ 220.05
001-042050-5407	PATSON'S POWER W	REPAIRS & MAINTENANCE SUPPLY	6619	\$ 504.95
001-042050-3009	REGION 2000 SERV	TIPPING FEES FOR TRANSFER	351-AUG 2021	\$ 17,005.11
001-042050-5101	SOUTHSIDE ELECTR	ELECTRICAL SERVICES	09032021	\$ 76.45
001-042050-5101	SOUTHSIDE ELECTR	ELECTRICAL SERVICES	09202021	\$ 364.33
001-042050-5101	SOUTHSIDE ELECTR	ELECTRICAL SERVICES	09202021	\$ 535.64
001-042050-5101	SOUTHSIDE ELBCTR	ELECTRICAL SERVICES	09202021	\$ 301.99
001-042050-5407	THC ENTERPRISES,	REPAIRS & MAINTENANCE SUPPLY	607178	\$ 571.37
001-042050-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	824171	\$ 816.24
001-042050-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	824193	\$ 378.57
001-042050-5408	TIGER FUEL COMPA	VEHICLE EQUIPMENT/GASOLINE SUPP	707286	\$ 757.38
001-042050-3002	TREASURER OF VIR	PROFESSIONAL SERVICES	717763	\$ 4,999.00
001-042050-3002	TREASURER OF VIR	PROFESSIONAL SERVICES	905885	\$ 1,176.00
001-042050-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 290.32
001-042050-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	09032021	\$ 58.34
001-042050-5203	VERIZON WIRELESS	TELECOMMUNICATIONS	9886803829	\$ 67.14

Total for: 042050 LANDFILL CONVENIENCE \$ 50,335.78

04302 GENERAL PROPERTIES

001-043020-3004	APPOMATTOX GLASS	REPAIRS/MAINTENANCE	316489	\$ 9.41
001-043020-3004	APPOMATTOX TRUE	REPAIRS/MAINTENANCE	458868	\$ 5.36
001-043020-3004	APPOMATTOX TRUE	REPAIRS/MAINTENANCE	459005	\$ 15.99
001-043020-3004	APPOMATTOX TRUE	REPAIRS/MAINTENANCE	459113	\$ 40.46
001-043020-3004	APPOMATTOX TRUE	REPAIRS/MAINTENANCE	459279	\$ 108.92
001-043020-3004	APPOMATTOX TRUE	REPAIRS/MAINTENANCE	459280	\$ 11.98
001-043020-5405	BANK OF AMERICA	JANITORIAL/HOUSEKEEPING SUPPLIE	09032021	\$ 22.63
001-043020-3004	BANK OF AMERICA	REPAIRS/MAINTENANCE	09032021	\$ 18.64
001-043020-3004	BANK OF AMERICA	REPAIRS/MAINTENANCE	09032021	\$ 28.93
001-043020-3004	BANK OF AMERICA	REPAIRS/MAINTENANCE	09032021	\$ 29.99
001-043020-5405	BANK OF AMERICA	JANITORIAL/HOUSEKEEPING SUPPLIE	09032021	\$ 16.36
001-043020-3004	BANK OF AMERICA	REPAIRS/MAINTENANCE	09032021	\$ 2,078.94
001-043020-3004	BANK OF AMERICA	REPAIRS/MAINTENANCE	09032021	\$ 48.30
001-043020-3004	BANK OF AMERICA	REPAIRS/MAINTENANCE	09032021	\$ 90.00
001-043020-5101	CENTRAL VA ELECT	ELECTRICAL SERVICES	4468	\$ 263.65
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 81.24
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09202021	\$ 129.28
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 427.25
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 860.15
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 260.56
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 956.82
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 14.80
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 429.43
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 963.93
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 4,325.27
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 57.29
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 314.90
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 260.88
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 179.39
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 110.66
001-043020-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 26.98
001-043020-3004	FARMVILLE WHOLES	REPAIRS/MAINTENANCE	722314	\$ 649.76
001-043020-3004	FERGUSON ENTERPR	REPAIRS/MAINTENANCE	8347038	\$ 39.18
001-043020-3004	FOSTER ELECTRIC	REPAIRS/MAINTENANCE	2403873	\$ 62.50
001-043020-3012	H & R PEST CONTR	EXTERMINATING SERVICES	012271927	\$ 217.50
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	751746	\$ 26.27

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 6
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	752333	\$ 51.03
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	752743	\$ 70.94
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	752895	\$ 12.94
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	753136	\$ 15.99
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	753772	\$ 18.48
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	753962	\$ 12.99
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	754433	\$ 70.72
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	754440	\$ 8.59
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	754960	\$ 44.87
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	755086	\$ 19.93
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	755385	\$ 165.98
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	755750	\$ 30.88
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	756366	\$ 20.78
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	756600	\$ 29.27
001-043020-3004	JAMERSON BUILDIN	REPAIRS/MAINTENANCE	756773	\$ 37.26
001-043020-3004	PHELPS LOCKSMITH	REPAIRS/MAINTENANCE	09102021	\$ 100.00
001-043020-3011	RED HILL BUILDIN	CONTRACTURAL SERVICES (CLEANING	1508	\$ 3,347.50
001-043020-3005	SCHINDLER ELEVAT	MAINTENANCE SERVICE CONTRACT	7153355106	\$ 2,231.79
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 977.66
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 235.74
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 147.74
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 157.62
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 601.30
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 83.52
001-043020-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	09032021	\$ 44.00
001-043020-5405	UNIFIRST CORPORA	JANITORIAL/HOUSEKEEPING SUPPLIE	202 1170609	\$ 268.18
001-043020-5405	UNIFIRST CORPORA	JANITORIAL/HOUSEKEEPING SUPPLIE	202 1172809	\$ 268.18

Total for: 043020 GENERAL PROPERTIES \$ 22,257.48

05101 HEALTH DEPARTMENT

001-051010-5601	CENTRAL VA HEALT	CONTINDOUS CHARGES	LC202202APP	\$ 30,000.00
-----------------	------------------	--------------------	-------------	--------------

Total for: 051010 HEALTH DEPARTMENT \$ 30,000.00

05310 COMPREHENSIVE SERVICE

001-053100-3001	ALTAVISTA YMCA	PROFESSIONAL SERVICES	09172021	\$ 600.00
001-053100-3001	APPOMATTOX DSS	PROFESSIONAL SERVICES	07092021	\$ 120.77
001-053100-3001	APPOMATTOX DSS	PROFESSIONAL SERVICES	09172021	\$ 126.36
001-053100-3001	APPOMATTOX DSS	PROFESSIONAL SERVICES	07092021	\$ 84.23
001-053100-3001	BLUE RIDGE AUTIS	PROFESSIONAL SERVICES	18586	\$ 5,586.40
001-053100-3001	BRALEY & THOMPSON	PROFESSIONAL SERVICES	05402700007264	\$ 4,096.80
001-053100-3001	BRALEY & THOMPSON	PROFESSIONAL SERVICES	09172021	\$ 102.10
001-053100-3001	CARDINAL'S NEST	PROFESSIONAL SERVICES	2011	\$ 1,200.00
001-053100-3001	CARDINAL'S NEST	PROFESSIONAL SERVICES	2012	\$ 1,200.00
001-053100-3001	CENTER FOR PEDIA	PROFESSIONAL SERVICES	09172021	\$ 85.00
001-053100-3001	CENTER FOR PEDIA	PROFESSIONAL SERVICES	09172021	\$ 85.00
001-053100-3001	CENTER FOR PEDIA	PROFESSIONAL SERVICES	09172021	\$ 425.00
001-053100-3001	CENTER FOR PEDIA	PROFESSIONAL SERVICES	09172021	\$ 425.00
001-053100-3001	CENTER FOR PEDIA	PROFESSIONAL SERVICES	09172021	\$ 127.50
001-053100-3001	CENTER FOR PEDIA	PROFESSIONAL SERVICES	09172021	\$ 85.00
001-053100-3001	CENTRA HEALTH	PROFESSIONAL SERVICES	745134	\$ 3,247.00
001-053100-3001	CITY OF CHARLOTT	PROFESSIONAL SERVICES	2134-MU2D	\$ 330.00
001-053100-3001	DEPAUL COMMUNITY	PROFESSIONAL SERVICES	0285408-IN	\$ 6,905.00
001-053100-3001	DEPAUL COMMUNITY	PROFESSIONAL SERVICES	0285671-IN	\$ 6,905.00
001-053100-3001	FULCRUM COUNSELO	PROFESSIONAL SERVICES	2051	\$ 645.00
001-053100-3001	FULCRUM COUNSELO	PROFESSIONAL SERVICES	2052	\$ 900.00
001-053100-3001	FULCRUM COUNSELO	PROFESSIONAL SERVICES	2053	\$ 600.00
001-053100-3001	FULCRUM COUNSELO	PROFESSIONAL SERVICES	2095	\$ 405.00
001-053100-3001	FULCRUM COUNSELO	PROFESSIONAL SERVICES	2096	\$ 1,200.00
001-053100-3001	FULCRUM COUNSELO	PROFESSIONAL SERVICES	2097	\$ 600.00
001-053100-3001	HARBOR POINT BEH	PROFESSIONAL SERVICES	09012021	\$ 1,005.00
001-053100-3001	HARBOR POINT BEH	PROFESSIONAL SERVICES	09012021	\$ 3,856.00
001-053100-3001	HARVEST OUTREACH	PROFESSIONAL SERVICES	ACCSARP202108	\$ 2,040.00
001-053100-3001	HARVEST OUTREACH	PROFESSIONAL SERVICES	ACCSAST202108	\$ 2,244.00
001-053100-3001	HARVEST OUTREACH	PROFESSIONAL SERVICES	ACCSAWH202108	\$ 2,244.00
001-053100-3001	HARVEST OUTREACH	PROFESSIONAL SERVICES	ACCSAWR202108	\$ 1,836.00
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 800.00
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 800.00
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 2,759.00
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 705.50
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 800.00

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 7
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 326.50
001-053100-3001	HORIZON BEHAVIOR	PROFESSIONAL SERVICES	09172021	\$ 326.50
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	202108	\$ 4,335.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 3,803.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 3,887.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 4,027.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	HUMAN KIND	PROFESSIONAL SERVICES	09172021	\$ 2,635.00
001-053100-3001	IMPACT LIVING SE	PROFESSIONAL SERVICES	11388-082101	\$ 9,539.00
001-053100-3001	IMPACT LIVING SE	PROFESSIONAL SERVICES	16093.	\$ 344.28
001-053100-3001	IMPACT LIVING SE	PROFESSIONAL SERVICES	17584	\$ 812.00
001-053100-3001	IMPACT LIVING SE	PROFESSIONAL SERVICES	17585	\$ 275.00
001-053100-3001	IMPACT LIVING SE	PROFESSIONAL SERVICES	17586	\$ 560.00
001-053100-3001	IMPACT LIVING SE	PROFESSIONAL SERVICES	17590	\$ 350.00
001-053100-3001	INTERCEPT YOUTH	PROFESSIONAL SERVICES	118781-7MQK	\$ 108.14
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9505	\$ 1,320.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9506	\$ 354.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9507	\$ 1,381.80
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9508	\$ 588.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9509	\$ 1,596.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9511	\$ 420.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9512	\$ 60.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9513	\$ 1,650.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9514	\$ 900.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9515	\$ 60.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9516	\$ 1,200.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9517	\$ 900.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9518	\$ 1,050.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9519	\$ 1,200.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9520	\$ 1,140.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9521	\$ 930.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9522	\$ 1,320.00
001-053100-3001	LIFE PUSH, LLC	PROFESSIONAL SERVICES	9523	\$ 912.00
001-053100-3001	NCG FINANCE DEPA	PROFESSIONAL SERVICES	4051974	\$ 490.00
001-053100-3001	NCG FINANCE DEPA	PROFESSIONAL SERVICES	4052028	\$ 320.00
001-053100-3001	NCG FINANCE DEPA	PROFESSIONAL SERVICES	4054361	\$ 200.00
001-053100-3001	NEW VISTAS SCHOO	PROFESSIONAL SERVICES	8757	\$ 1,854.30
001-053100-3001	NORTH SPRING BEH	PROFESSIONAL SERVICES	KC0821	\$ 5,211.60
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7718	\$ 2,255.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7719	\$ 2,255.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7720	\$ 2,255.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7721	\$ 2,255.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7722	\$ 2,255.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7723	\$ 2,255.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7886	\$ 4,125.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7887	\$ 4,125.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7888	\$ 3,443.00
001-053100-3001	SH VARSITY ACQUI	PROFESSIONAL SERVICES	7889	\$ 3,443.00
001-053100-3001	STRATEGIC THERAP	PROFESSIONAL SERVICES	664	\$ 450.00
001-053100-3001	STRATEGIC THERAP	PROFESSIONAL SERVICES	665	\$ 650.00
001-053100-3001	STRATEGIC THERAP	PROFESSIONAL SERVICES	704	\$ 40.00
001-053100-3001	THERAPEUTIC ALLI	PROFESSIONAL SERVICES	144	\$ 179.08
001-053100-3001	VA HOME FOR BOYS	PROFESSIONAL SERVICES	7981	\$ 2,294.00
001-053100-3001	WINCHESTER COMM.	PROFESSIONAL SERVICES	07302021	\$ 320.00
Total for: 053100 COMPREHENSIVE SERVIC				\$ 162,605.86
07101 SPORTS COMPLEX				
001-071010-3010	CAL-TEK BUILDING	LANDSCAPING/MOWING PARK	08312021	\$ 3,400.00
001-071010-5101	CENTRAL VA ELECT	ELECTRICAL SERVICES	09202021	\$ 1,070.87
Total for: 071010 SPORTS COMPLEX				\$ 4,470.87
07102 PARKS & RECREATION				
001-071020-3004	APPOMATTOX TRUE	REPAIRS/MAINTENANCE	459057	\$ 38.42
001-071020-3004	CAL-TEK BUILDING	REPAIRS/MAINTENANCE	08312021	\$ 880.00

APPOMATTOX GOVERNMENT
INVOICES SELECTED FOR PAYMENT
EXECUTED BY: wmcormick

Page: 8
Date: 09/16/21
Time: 11:51:46

Budget Account	Vendor ID	Description	Invoice ID	Amount
Total for: 071020 PARKS & RECREATION				\$ 918.42
07301 PUBLIC LIBRARY				
001-073010-5416	AMAZON CAPITAL S	AUDIO VISUAL	1JXC-PMM6-XKV3	\$ 137.48
001-073010-5416	AMAZON CAPITAL S	AUDIO VISUAL	1QQC-FTD1-JQ1X	\$ 24.99
001-073010-5411	AMAZON CAPITAL S	RECORD BOOKS/SUBSCRIPTIONS	1RKR-3CXL-HNJF	\$ 25.54
001-073010-5401	AMAZON CAPITAL S	OFFICE SUPPLIES	1T47-7HR7-91RJ	\$ 66.97
001-073010-5412	AMAZON CAPITAL S	EDUCATION/RECREATION SUPPLIES	1TPR-QPVL-DTL9	\$ 150.70
001-073010-5412	AMAZON CAPITAL S	EDUCATION/RECREATION SUPPLIES	1XQY-VFF7-7HVF	\$ 77.49
001-073010-5801	APPOMATTOX CO. C	DUES/MEMBERSHIPS	09202021	\$ 60.00
001-073010-5401	BANK OF AMERICA	OFFICE SUPPLIES	09032021	\$ 6.00
001-073010-5201	BANK OF AMERICA	POSTAGE	09032021	\$ 1.20
001-073010-5411	CENGAGE LEARNING	RECORD BOOKS/SUBSCRIPTIONS	74789338	\$ 24.69
001-073010-5411	CENGAGE LEARNING	RECORD BOOKS/SUBSCRIPTIONS	74811143	\$ 24.69
001-073010-5103	CRYSTAL SPRINGS	WATER/SEWER SERVICES	16370594 081021	\$ 47.25
001-073010-5101	DOMINION-	ELECTRICAL SERVICES	09032021	\$ 662.05
001-073010-5401	HARVEY, DIANA	OFFICE SUPPLIES	09202021	\$ 3,389.63
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	53935772	\$ 40.59
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54353533	\$ 12.12
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54353534	\$ 294.01
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54353535	\$ 147.53
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54454328	\$ 14.87
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54454329	\$ 3.79
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54454330	\$ 67.68
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54454331	\$ 14.23
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54559232	\$ 19.16
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	54559233	\$ 37.44
001-073010-5411	INGRAM LIBRARY S	RECORD BOOKS/SUBSCRIPTIONS	53935771	\$ 34.05
001-073010-4001	LITTLE WORKS STU	SOFTWARE/SUPPORT	Z3646	\$ 960.00
001-073010-5416	MIDWEST TAPE	AUDIO VISUAL	500906814	\$ 55.98
001-073010-5416	MIDWEST TAPE	AUDIO VISUAL	500935964	\$ 49.99
001-073010-5414	OVERDRIVE, INC.	ELECTRONIC MATERIALS	024750021005406	\$ 133.11
001-073010-5411	PENWORTHY COMPAN	RECORD BOOKS/SUBSCRIPTIONS	0574579-IN	\$ 134.80
001-073010-5203	SHENTEL	TELECOMMUNICATIONS	179088-2	\$ 50.00
001-073010-4001	THE LIBRARY OF V	SOFTWARE/SUPPORT	1036795	\$ 210.00
001-073010-5401	TIAA COMMERCIAL	OFFICE SUPPLIES	8353552	\$ 129.33
001-073010-5401	TIAA COMMERCIAL	OFFICE SUPPLIES	8422259	\$ 129.33
001-073010-5103	TOWN OF APPOMATT	WATER/SEWER SERVICES	08262021	\$ 48.94
001-073010-5203	VERIZON - ALBANY	TELECOMMUNICATIONS	20210727	\$ 43.05
Total for: 073010 PUBLIC LIBRARY				\$ 7,328.68
08104 ZONING/SUBDIVISION/P				
001-081040-1003	ALMOND, GEORGE E	PART TIME	09202021	\$ 50.00
001-081040-1003	BLACKWELL, SARAH	PART TIME	09202021	\$ 50.00
001-081040-1003	PRUE, GENA	PART TIME	09202021	\$ 50.00
001-081040-1003	SEARS, AL	PART TIME	09202021	\$ 50.00
001-081040-1003	TRENT, ANNIE J.	PART TIME	09202021	\$ 50.00
001-081040-3007	WOMACK PUBLISHIN	ADVERTISING	29429.	\$ 161.54
001-081040-3007	WOMACK PUBLISHIN	ADVERTISING	30574	\$ 247.73
Total for: 081040 ZONING/SUBDIVISION/P				\$ 659.27
08105 ECONOMIC DEVELOPMENT				
001-081050-5101	BANK OF AMERICA	ELECTRICAL SERVICES	09032021	\$ 139.82
001-081050-5101	CENTRAL VA ELECT	ELECTRICAL SERVICES	09202021	\$ 31.62
001-081050-5101	CENTRAL VA ELECT	ELECTRICAL SERVICES	09202021	\$ 108.10
001-081050-7009	LYNCHBURG REGION	SMALL BUSINESS DEV CENTER	08312021	\$ 3,200.00
Total for: 081050 ECONOMIC DEVELOPMENT				\$ 3,479.54
09104 CAPITAL PROJECTS				
001-091040-7014	MKG CONSULTING L	COUNTY CAPITAL PROJECTS	60/6/21	\$ 3,315.00
001-091040-7014	MKG CONSULTING L	COUNTY CAPITAL PROJECTS	60/7/21	\$ 3,485.00
001-091040-7014	MKG CONSULTING L	COUNTY CAPITAL PROJECTS	60/8/21	\$ 2,040.00
Total for: 091040 CAPITAL PROJECTS				\$ 8,840.00
Total Payments: \$ 348,517.15				

**BOARD OF SUPERVISORS MEETING
MONDAY, AUGUST 16, 2021
6:00 P.M.**

The Appomattox County Board of Supervisors held a scheduled meeting on Monday, August 16, 2021 at 6:00 p.m. in the Board of Supervisors meeting room located at 171 Price Lane, Appomattox, Virginia.

Appomattox County Board of Supervisors

Present:

Samuel E. Carter	Courthouse District
William H. Hogan	Appomattox River District
Watkins M. Abbitt	Piney Mountain District
John F. Hinkle	Falling River District
Trevor L. Hipps	Wreck Island District

Also, Present:

Susan M. Adams, County Administrator
Tom Lacheney, County Attorney
Johnnie Roark, Community Development Director
Wanda McCormick, Administrative Assistant/Accounts Payable Clerk
Kayla Marshall, Finance Officer Administrator
Ace Bailey, IT Manager

CALL TO ORDER – Chairman Carter called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Invocation – Mr. Hogan

WORK SESSION – ITEMS FOR DISCUSSION

Mr. Jesse Baush, Senior Vice President, with Davenport and Company appeared before the Board to discuss the next steps for the school construction funding and presented the below resolution for the Board's approval.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF APPOMATTOX, VIRGINIA
(APPROVING FARMERS OPTION)**

WHEREAS, the Board of Supervisors (**the “Board of Supervisors”**) of the County of Appomattox, Virginia (**the “County”**) directed Davenport & Company LLC (**the “Financial Advisor”**) to prepare and distribute a Request for Proposals (**the “RFP”**) to obtain financing proposals to finance various County capital needs;

WHEREAS, the Financial Advisor reviewed responses to the RFP for the financing of the Project (as defined below) and along with the County's Bond Counsel, Sands Anderson

PC, Richmond, Virginia (**"Bond Counsel"**) and the County Administrator recommends that the Board of Supervisors accept the proposal dated August 2, 2021 (**the "Proposal"**) from The Farmers Bank of Appomattox (**the "Lender"**) for such financing with an interest rate as set forth in such Proposal and subject to such other terms as set forth therein;

WHEREAS, the Board of Supervisors has requested the Economic Development Authority of Appomattox County, Virginia (**the "Authority"**) to (a) issue, offer and sell its lease revenue bond in an amount of approximately \$10,000,000 (**the "Bond"**) to finance school capital improvements in the County (**the "Project"**), (b) lease the County High School building property (**the "Leased Property"**) from the Appomattox County School Board (**the "School Board"**) for an approximately twenty-six year term under a ground lease, and in turn, lease the Leased Property to the County for a term not to exceed the term of the Bond under a lease agreement with the Authority and (d) secure the Bond by an assignment of its rights under such lease agreement (except the right to receive indemnification, to receive notices and to give consents and to receive its administrative expenses) and the ground lease under an assignment agreement, which is to be acknowledged and consented to by the County;

WHEREAS, Bond Counsel will present to the Board at a subsequent meeting drafts of the documents described in the preceding paragraph (**collectively, the "Documents"**) in connection with the transactions described above;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPOMATTOX COUNTY, VIRGINIA:

1. The following plan for financing the Project pursuant to the Proposal is approved. The Authority shall use the proceeds from the issuance of the Bond to provide for the financing of the Project and to lease the Leased Property from the School for a lease term of approximately twenty-one years and to lease the Leased Property to the County for a lease term not less than the term of the Bond at a rent sufficient to pay when due the interest and principal on the Bond. The obligation of the Authority to pay principal and interest on the Bond will be limited to rent payments received from the County under the lease agreement. The obligation of the County to pay rent under the lease agreement will be subject to the Board of Supervisors of the County making annual appropriations for such purpose.

2. The forms of the Documents described herein will be approved by the Board by subsequent resolution.

3. This Resolution shall take effect immediately.

Motion made by Mr. Abbitt, seconded by Mr. Hinkle to adopt the Resolution approving the Farmers Bank financing option. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

SETTING OF AGENDA

Motion made by Mr. Hogan, seconded by Mr. Hinkle and carried with all members present, voting yes to approve the Agenda.

APPEARANCES

The Appomattox Senior FFA Chapter appeared before the Board and was recognized with the following Resolution:

Resolution Honoring the Appomattox Senior FFA Chapter and Veterinary Science Team for Outstanding Performances at the 95th Virginia FFA Convention

WHEREAS, the National FFA Organization has its roots in the 1925 formation of the Future Farmers of Virginia by four Virginia Tech educators responsible for teaching future agricultural education teachers; and

WHEREAS, the Virginia FFA Association of the National FFA Organization currently has 186 chapters with 9,901 members across the Commonwealth of Virginia; and

WHEREAS, Appomattox Senior FFA is an active chapter of the National FFA Organization and is the premier leadership organization for students in Agricultural Education at Appomattox County High School; and

WHEREAS, the Appomattox Senior FFA Chapter traveled to the Rockingham County Fairgrounds in Harrisonburg, Virginia on June 23, 2021, to participate in multiple statewide Career Development Events as part of the 95th Virginia FFA Convention; and

WHEREAS, the Appomattox Senior FFA Chapter received a Gold rating in the Public Relations Award and received the Southeast Area Chapter Forestry and Wildlife Award; and

WHEREAS, the Appomattox Senior FFA also received a Gold rating in the Superior Chapter contest, earning the opportunity to attend the National FFA Convention in Indianapolis, Indiana, this October; and

WHEREAS, the Appomattox Senior FFA Chapter also earned top honors in the Southeast Area in the Growing Leaders, Building Communities, and Strengthening Agriculture portions of the National Chapter Award contest, and placed first in the State for the Growing Leaders and Strengthening Agriculture contest; and

WHEREAS, the Appomattox Senior FFA Chapter earned First Place in the prestigious statewide National Chapter Award contest; and

WHEREAS, the Appomattox Senior FFA Chapter's Veterinary Science team placed first in the State, beating out 16 other teams to win the State Championship and the right to represent Appomattox County High School and the Commonwealth of Virginia at the National FFA Veterinary Science CDE to be held at the National FFA Convention in Indianapolis this coming October.

AND NOW, THEREFORE, BE IT RESOLVED that with great pride, the Appomattox County Board of Supervisors does hereby honor the Appomattox Senior FFA for earning

recognition as the top FFA chapter in the Commonwealth of Virginia. Also, with equally great pride, the Board of Supervisors does hereby honor the chapter's State Championship Veterinary Science team and its other CDE teams for their excellent performances at the recent Virginia FFA Convention and throughout the previous year.

AND BE IT STILL FURTHER RESOLVED that the Board commends all involved for the dedication and sacrifices necessary to achieve such accomplishments, especially in this year of the COVID-19 pandemic. Furthermore, the Board wishes safe travels and best of luck to those attending the National FFA Convention this October.

Motion made by Mr. Abbitt, seconded by Mr. Hogan and carried with all members present, voting yes to adopt the Resolution honoring the Appomattox Senior FFA Chapter and Veterinary Science Team.

Mr. Gary Wood, Central Virginia Electric Cooperative President appeared before the Board to request consideration for Appomattox County to participate in the regional broadband project and support the application including providing local matching funding not to exceed \$1,166,200.00.

RESOLUTION IN SUPPORT OF REGIONAL BROADBAND GRANT APPLICATION

WHEREAS, Appomattox County is committed to bringing universal broadband internet access to its citizens across the county within the next three years, and

WHEREAS, Firefly Fiber Broadband, Dominion Energy and Rappahannock Electric Cooperative have developed a regional internet service expansion project with the Thomas Jefferson Planning District Commission as the lead applicant with the county being one of multiple counties included in the project to make fiber to the home broadband internet service available to the unserved locations in the county, and

WHEREAS, the preliminary planning for the regional project has identified 1,668 locations in the county as being unserved without access to speeds faster than 25 mbps download or 3 mbps upload, and the preliminary design includes 233 miles of fiber optic cable to be installed in the county to make service available to those locations, with a cost estimate of \$16,012,000 for the construction, creating a need for additional grant funding to make the project financially feasible, and

WHEREAS, this project will seek grant funds from the Virginia Department of Housing and Community Development through its Virginia Telecommunications Initiative (VATI) with an application on or before 14 September 2021, and that application process provides additional scoring points for local contributions to the project, then

BE IT FURTHER RESOLVED that Appomattox County will participate in the regional project and fully support the application including providing local matching funding not to exceed \$1,166,200.

Motion made by Mr. Hogan, seconded by Mr. Hinkle to adopt the Resolution in support of the regional broadband project. American Recovery Act funding of \$1,166,200.00 will be obligated to this project to cover the expenses. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

PUBLIC HEARING (7:00 P.M.)

Animal Control Ordinance – Proposed Amendments to County Code §9.1-2 (License Tax Amounts) and §9.1-4 (Rabies Vaccines)

At 7:01 p.m. after due notice was given, Chairman Carter called the Public Hearing to order. Mr. Daniel Lass and Ms. Amie Bremer, Animal Control Officers for Appomattox County addressed the Board in support of the amendments to the license tax and rabies vaccines ordinance. Ms. Karen Angulo of Concord, Virginia also addressed the Board with questions concerning the first and subsequent offenses. After receiving no further comments, the Public Hearing was closed at 7:06 p.m.

§9.1-2 License tax amounts.

1. Except as hereinafter provided, it shall be unlawful for any person to own a dog four months old or over in this County unless such dog is licensed as required by the provisions of this article. Dog licenses shall run by the calendar year, namely, from January 1 to December 31, inclusive, and the license tax shall be payable at the office of the Treasurer and shall be as follows:

- A. All dogs. Spayed or neutered: \$4; not spayed or neutered: \$6.
- B. Kennel for 20 dogs: \$25.
- C. Kennel for 30 dogs: \$35.
- D. Kennel for 40 dogs: \$45.
- E. Kennel for 50 dogs: \$50.
- F. No license tax shall be charged for any dog which is trained and serves as a guide dog for a blind or hearing-impaired person.
- G. A fee of \$5 shall be charged for persons wishing to adopt a pet from the animal pound.
- H. Duplicate tag fee: \$1.
- I. Dangerous dog fee: \$50.

2. Any violation of this section shall result in a civil penalty of \$25.00 for a first offense, and \$50.00 for each subsequent offense.

An animal control officer or law-enforcement officer may issue a summons for a violation. Any person summoned or issued a ticket for a scheduled violation may make an appearance in person or in writing by mail to the department of finance or the treasurer of the locality issuing the summons or ticket prior to the date fixed for trial in court. Any person so appearing may enter a waiver of trial, admit liability, and pay the civil penalty established for the offense charged.

§9.1-4 Rabies Vaccines

(a) Pursuant to Va. Code §3.2-6521 the owner or custodian of all dogs and cats four months of age and older shall have such animal currently vaccinated for rabies by a licensed veterinarian or licensed veterinary technician who is under the immediate and direct supervision of a licensed veterinarian on the premises unless otherwise provided by regulations.

(b) Any violation of this section shall result in a civil penalty of \$75.00 for a first offense, and \$150.00 for each subsequent offense.

An animal control officer or law-enforcement officer may issue a summons for a violation. Any person summoned or issued a ticket for a scheduled violation may make an appearance in person or in writing by mail to the department of finance or the treasurer of the locality issuing the summons or ticket prior to the date fixed for trial in court. Any person so appearing may enter a waiver of trial, admit liability, and pay the civil penalty established for the offense charged.

Motion made by Mr. Hinkle, seconded by Mr. Abbitt to adopt the amendments to the Animal Control Ordinance. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

Lynchburg Humane Society Lease Agreement

At 7:07 p.m. after due notice was given, Chairman Carter called the Public Hearing to order. Ms. Cathy Brandt who resides at 934 Rough Creek Rd., Appomattox, VA addressed the Board in support of continuing the lease agreement with the Lynchburg Humane Society. Ms. Haley Epperson who resides at 7042 Red House Rd., Phenix, VA, an employee of Appomattox County for four years and previous Appomattox Animal Control Officer addressed the Board in support of keeping the Animal Shelter open for the citizens of Appomattox County. After receiving no further comments, the Public Hearing was closed at 7:19 p.m.

Motion made by Mr. Abbitt, seconded by Mr. Carter and carried with all members present, voting yes to table the Lynchburg Humane Society Lease Agreement to the September, 2021 Board of Supervisors meeting to allow staff to obtain additional information on the cost of running the Appomattox Animal Shelter.

ACTION ITEMS

Rezoning Petition RZ210301-Danny Booker

Motion made by Mr. Abbitt, seconded by Mr. Hogan and carried with all members present, voting yes to authorize staff to schedule and advertise a Public Hearing for September 20, 2021 to receive public comments on the rezoning petition.

"Proposed" Litter Ordinance

Motion made by Mr. Abbitt, seconded by Mr. Hinkle and carried with all members present, voting yes to authorize staff to schedule and advertise a Public Hearing for September 20, 2021 to receive public comments on the "proposed" litter ordinance and to reduce the fine the fine from \$1,000.00 to \$500.00.

Property Requested for Surplus

Sheriff's Office

2014 Dodge Charger, White, VIN *6690
Toast-Qwik Toaster Oven
Thirteen (13) Office Chairs

Old Elementary School Storage

4-Foot Chain Link Fencing, Partial Roll, Approx. 50ft
Several Miscellaneous Chairs
Five (5) Copiers
Parts from Old Nortel Meridian Phone System
Three (3) Small Inkjet Printers
One (1) Typewriter
Office Cubicle Assembly Components
Sixteen (16) Desks

Motion made by Mr. Hogan, seconded by Mr. Hipps to declare the property requested for surplus and authorize the Purchasing Agent to advertise for public sale. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

Wireless Fund

Please transfer by consent **\$2,645.00** from the Wireless Fund and appropriate to **3606-7003** Communications Equipment for repairs to the radio tower.

Motion made by Mr. Hinkle, seconded by Mr. Hipps to transfer by consent \$2,645.00 from the Wireless Fund and appropriate to 3606-7003 Communications Equipment. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

Special Permit Event Application Request

A Special Permit Event Application was submitted to the Board from Ken and Bonnie Swanson for a "Blues Night at Evergreen Lavender Farm" to be held on September 18, 2021 at the Evergreen Lavender Farm located at 7169 Old Evergreen Road in Appomattox,

VA. This is a music concert which will start at 7 p.m. and end at 9:30 p.m. There will be food and wine available for purchase. Admission fee is \$10.00 per person. This is a rain or shine event, no plan for cancellation. The Sheriff, Public Safety Director, Building Inspector, Zoning Administrator and County Administrator have reviewed and approved the application.

Motion made by Mr. Hipps, seconded by Mr. Hogan and carried with all members present, voting yes to approve the Special Event Permit request from Ken and Bonnie Swanson, as presented to include the bond fee waiver.

Appomattox Railroad Festival Request

The Appomattox Railroad Festival requested approval from the Board to use the Courthouse Square, County Parking Lot, Social Services and School Board parking lots, and the sidewalk in front of the Courthouse for vendor space at this year's 48th Annual Historic Appomattox Railroad Festival starting on Friday, October 8th thru Sunday, October 10th.

Motion made by Mr. Hogan, seconded by Mr. Hinkle and carried with all members present, voting yes to approve the request from the Appomattox Railroad Festival.

Memorandum of Understanding with Appomattox County School Board

A Memorandum of Understanding between Appomattox County Board of Supervisors and the Appomattox County School Board was presented to the Board for approval to allocate money received from the CARES Act to provide one hundred (100) broadband connections to students in Appomattox County.

THIS MEMORANDUM OF UNDERSTANDING by and between the APPOMATTOX COUNTY BOARD OF SUPERVISORS ("APPOMATTOX COUNTY") and the APPOMATTOX COUNTY SCHOOL BOARD ("SCHOOLS").

WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world; and

WHEREAS, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, which provides funding for various programs to address the effects of the COVID-19 pandemic; and

WHEREAS, part of the CARES Act gives monetary assistance to state and local governments to help address the direct impacts of the COVID-19 pandemic; and

WHEREAS, Appomattox County has felt the effects of the COVID-19 pandemic in many ways, but the effects have been especially harsh for students in Appomattox County; and

WHEREAS, the parties determined that it would be beneficial to allocate certain CARES Act money for broadband connections for county students; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from this Memorandum of Understanding, the parties agree as follows:

1. Appomattox County, Virginia shall allocate money received from the CARES Act to provide one hundred (100) broadband connections to students in Appomattox County.
2. The Schools shall allocate money received from the CARES Act to provide one hundred additional (100) broadband connections to students in Appomattox County
3. Both parties have obtained the authority of their governing bodies to execute this MOU.
4. Either party may terminate this MOU at any time by providing the other party with sixty (60) days written notice.

This Memorandum of Understanding represents the mutually agreed upon goals and responsibilities between Appomattox County and the Schools for the allocation of specific funds from the CARES Act.

Motion made by Mr. Abbitt, seconded by Mr. Hogan to approve the Memorandum of Understanding with the Appomattox County School Board. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

Appomattox County Public Schools - Re-Appropriation Request

The Appomattox County Public School requested the Board's approval to re-appropriate funds currently in the School Capital Improvement Fund, \$909,263.06 and School Textbook Fund, \$108,716.57 which are end of year savings.

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve the School re-appropriation request. After further Board discussion, a substitute motion was made by Mr. Abbitt, seconded by Mr. Hipps and carried with all members present, voting yes to table the request to the September, 2021 Board of Supervisors meeting to allow staff to obtain a breakdown of expenditures.

COMMITTEE APPOINTMENTS

Board of Zoning Appeals Appointment

Tabled to the September 20, 2021 Board of Supervisors meeting.

CONSENT AGENDA

Invoices Submitted for Payment

Please review the attached invoices and approve for payment:

August 4, 2021 - FY 2021	\$56,425.63
August 12, 2021 CSA - FY 2021	\$37,649.77

August 14, 2021	\$3,846.64
TOTAL - FY 2021	\$97,922.04

August 5, 2021 - FY 2022	\$27,437.63
August 13, 2021 CSA - FY 2022	\$125,820.27
August 16, 2021 - FY 2022	\$263,609.97
TOTAL - FY 2022	\$416,867.87

STAFF RECOMMENDATION: Please review and consider approval of the attached invoices for payment.

Minutes

Please review and adopt the following DRAFT minutes for approval:
July 19, 2021 Regular Board of Supervisors Meeting

Victim Witness Advocate

Please supplement by consent and appropriate the following to the **FY 2021** operating budget:

2220-5416 Program Supplies	\$1,136.17
----------------------------	-------------------

RE: Refund from AIA Corporation for program supplies ordered. Vendor's (Oryx Designs & Promotional Products) mailing address changed, instead of forwarding County check to correct address, the company issued a refund check.

STAFF RECOMMENDATION: No new local funds are required.

Sheriff's Department - DARE Program

Please supplement by consent and appropriate the following:

3106-5401 Office Supplies	\$100.00
---------------------------	-----------------

RE: Donation received from the Veterans of Foreign Wars for the DARE program.

STAFF RECOMMENDATION: No new local funds are required.

Public Utilities - Waterline

Please supplement by consent and appropriate the following to the FY 2021 budget:

082-1800-5203 Telecommunications	\$56.68
----------------------------------	---------

082-1800-5101 Electric	\$262.78
------------------------	----------

TOTAL:	\$319.46
---------------	-----------------

RE: Reimbursement from the Town of Appomattox for the waterline telephone and electric expenses.

STAFF RECOMMENDATION: No new local funds are required.

J. Robert Jamerson Memorial Library

Please supplement by consent and appropriate the following:

7301-5411 Books	\$212.99
-----------------	----------

7301-5401 Office Supplies	\$597.25
---------------------------	----------

TOTAL: \$810.24

STAFF RECOMMENDATION: No new local funds are required.

Department of Social Services

Please supplement by consent and appropriate the following:

5301-2002 VRS \$13,865.33

5301-2006 Group Life \$1,015.89

5301-2002 ICMA-RC \$1,512.29

TOTAL: \$16,393.51

RE: Reimbursement from DSS for July, 2021 payroll deductions.

STAFF RECOMMENDATION: No new local funds are required.

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve the Consent Agenda, as presented. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

REPORTS AND INFORMATIONAL ITEMS

Tax Collections Report from the Treasurer, Vicky Phelps

Sands Anderson Delinquent Tax Status Report

Robert E. Lee Soil & Water Conservation District Board of Directors Meeting Minutes

CLOSED SESSION

Mr. Lacheney, County Attorney read the following Resolution to authorize a Closed Meeting:

WHEREAS, the Board of Supervisors of Appomattox County desires to discuss in Closed Meeting the following matter(s):

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning the Circuit Court, the Registrar and certain water agreements.

-

WHEREAS, pursuant to: §2.2-3711 (A)(8) of the Code of Virginia, such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Appomattox County does hereby authorize discussion of the aforestated matters in Closed Meeting.

Motion made by Mr. Abbitt, seconded by Mr. Hinkle and carried with all members present and voting yes to enter into closed session at 7:28 p.m.

Mrs. Wanda McCormick read the following closed session certification at 8:41 p.m.:

To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting

was convened were heard, discussed or considered in the closed meeting. Mrs. McCormick called for a roll call vote: Mr. Hipps, yes; Mr. Abbitt, yes; Mr. Hogan, yes; Mr. Carter, yes; Mr. Hinkle, yes.

Motion made by Mr. Hipps, seconded by Mr. Abbitt to approve the Circuit Court Clerk's request and appropriate \$4,000.00 to the salary line item 2106-1001 and to include the cost of associated benefits due to the salary increase. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

UPCOMING MEETINGS

Monday, September 20, 2021 @ 6:30 P.M.

Regular Scheduled Meeting

Board of Supervisors Meeting Room

171 Price Lane, Appomattox, Virginia

ADJOURNMENT

Motion made by Mr. Abbitt, seconded by Mr. Carter and carried with all other members present and voting yes to adjourn the meeting at 8:42 p.m.

Samuel E. Carter, Chairman

**BOARD OF SUPERVISORS
SPECIAL CALLED MEETING
WEDNESDAY, SEPTEMBER 8, 2021
6:00 P.M.**

The Appomattox County Board of Supervisors held a special called meeting on Wednesday, September 8, 2021 at 6:00 p.m. in the County Administration Office located at 153A Morton Lane, Appomattox, Virginia.

Appomattox County Board of Supervisors

Present:

Samuel E. Carter	Courthouse District
William H. Hogan	Appomattox River District
Watkins M. Abbitt	Piney Mountain District
John F. Hinkle	Falling River District
Trevor L. Hipps	Wreck Island District

Also, Present:

Susan M. Adams, County Administrator
Wanda McCormick, Administrative Assistant/Accounts Payable Clerk
Kayla Marshall, Finance Officer Administrator

CALL TO ORDER – Chairman Carter called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Invocation – Mr. Abbitt

ACTION ITEMS

School Construction – Option 1 or Option 2

Mr. Jimmy Sanderson, Senior Vice President with Davenport & Company addressed the Board to discuss financing Option 1 (The County repays principal beginning in FY 2023) or Option 2 (The County repays principal beginning in FY 2028 to coincide with the drop in existing debt payments) for the Farmer's Bank loan, as presented at the August, 2021 Board of Supervisors meeting.

Motion made by Mr. Hinkle, seconded by Mr. Abbitt to approve financing Option 2, the County repays principal beginning in FY 2028 to coincide with the drop in existing debt payments. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

Motion made by Mr. Hinkle, seconded by Mr. Abbitt to amend the Resolution for the Farmers Option to change the date in paragraph #5, line #5 to November 1, 2027. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

School Construction Funding Resolution

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF APPOMATTOX, VIRGINIA (FARMERS OPTION)

WHEREAS, the Board of Supervisors (**the "Board of Supervisors"**) of the County of Appomattox, Virginia (**the "County"**) directed Davenport & Company LLC (**the "Financial Advisor"**) to prepare and distribute a Request for Proposals (**the "RFP"**) to obtain financing proposals to finance various County capital needs;

WHEREAS, the Financial Advisor reviewed responses to the RFP for the financing of the Projects (as defined below) and along with the County's Bond Counsel, Sands Anderson PC, Richmond, Virginia (**"Bond Counsel"**) and the County Administrator recommends that the Board of Supervisors accept the proposal dated August 2, 2021 (**the "Proposal"**) from The Farmers Bank of Appomattox (**the "Lender"**) for such financing with an interest rate as set forth in such Proposal and subject to such other terms as set forth therein;

WHEREAS, the Board of Supervisors has requested the Economic Development Authority of Appomattox County, Virginia (**the "Authority"**) to (a) issue, offer and sell its lease revenue bond in an amount of approximately \$10,000,000 (**the "Bond"**) to finance school capital improvements in the County, including but not limited to, renovations and improvements to Appomattox County High School (**the "Projects"**), (b) lease the County's High School building property (**the "Leased Property"**) from the Appomattox County School Board (**the "School Board"**) for an approximately twenty-six year term under a Ground Lease (as defined below), and in turn, lease the Leased Property to the County for a term not to exceed the term of the Bond under a Lease Agreement (as defined below) with the Authority and (c) secure the Bond by an assignment of its rights under such Lease Agreement (except the right to receive indemnification, to receive notices and to give consents and to receive its administrative expenses) and the Ground Lease under an Assignment Agreement (as defined below), which is to be acknowledged and consented to by the County and the School Board, all in accordance with a Bond Purchase Agreement (as defined below);

WHEREAS, there have been presented to this meeting drafts of the following documents (**collectively, the "Documents"**) in connection with the transactions described above, copies of which shall be filed with the records of the County:

- a. a Ground Lease, dated as of September 1, 2021, between the School Board and the Authority conveying to the Authority a leasehold interest in the Leased Property described therein (**the "Ground Lease"**);
- b. a Lease Agreement, dated as of September 1, 2021, between the Authority and the County (**the "Lease Agreement"**) conveying to the County a leasehold interest in such Leased Property;

- c. a Bond Purchase Agreement, dated as of September 1, 2021 among the Authority, the County and the Lender, pursuant to which the Bond is to be issued **(the "Bond Purchase Agreement")**;
- d. an Assignment Agreement, dated as of September 1, 2021 between the Authority and the Lender, assigning to the Lender certain of the Authority's rights under the Lease Agreement and the Ground Lease, which is to be acknowledged and consented to by the County and the School Board **(the "Assignment Agreement")**;
- e. a specimen Bond.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPOMATTOX COUNTY, VIRGINIA:

1. The Proposal and the following plan for financing the Projects is approved. The Authority shall use the proceeds from the issuance of the Bond to provide for the financing of the Projects by the County and to lease the Leased Property from the School Board for a lease term of approximately twenty-six years and to lease the Leased Property to the County for a lease term not less than the term of the Bond at a rent sufficient to pay when due the interest and principal on the Bond. The obligation of the Authority to pay principal and interest on the Bond will be limited to rent payments received from the County under the Lease Agreement. The obligation of the County to pay rent under the Lease Agreement will be subject to the Board of Supervisors of the County making annual appropriations for such purpose. The Board of Supervisors on behalf of the County has adopted this resolution as its moral obligation to the repayment of the Bond and as a statement of its intent to consider the appropriation of funds sufficient to pay rent under the Lease Agreement annually during the term thereof. The Bond will be secured by an Assignment Agreement to the Lender as the holder thereof. If the Board of Supervisors exercises its right not to appropriate money for rent payments, the Lender may terminate the Lease Agreement or otherwise exclude the County from possession of the Leased Property. The issuance of the Bond on the terms set forth in the Bond Purchase Agreement is hereby approved.

2. The Authority is hereby requested to undertake the issuance of the Bond, to loan the proceeds of the Bond for the financing of the Projects and to secure the Bond as set forth in the Documents.

3. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make annual appropriations in future fiscal years in amounts sufficient to make all payments due under the Lease Agreement and hereby recommends that future Boards of Supervisors do likewise during the term of the Lease Agreement. The Projects are hereby declared to be essential to the efficient operation of the County and the Board of Supervisors anticipates that the Projects will continue to be essential to the operation of the County during the term of the Lease Agreement and the term of the Bond.

4. The Chairman or Vice Chairman of the Board of Supervisors (**the "Chairman"**) is authorized and directed to execute or approve the Documents, which shall be in substantially the forms submitted to this meeting, which are approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Chairman, his execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes.

5. The Documents shall provide for payments in amounts equivalent to the payments on the Bond, which shall be sold to the Lender with the payments corresponding to the following terms of the Bond: (a) the Bond shall be in the principal amount not to exceed \$10,000,000, (b) the Bond shall have a fixed interest rate not to exceed 1.99%, during the initial "interest only" period through **November 1, 2027** and a fixed interest rate not to exceed 1.89% thereafter, (c) the Bond shall have an amortization of approximately 21 years from its date of issuance, maturing no later than May 1, 2042 and (d) such Bond shall be subject to optional redemption and other terms as set forth therein with such changes, including but not limited to changes in the amounts, dates, payment dates and rates as may be approved by the officer executing them whose signatures shall be conclusive evidence of his approval of the same. Following the issuance of the Bond, the Chairman shall evidence his approval of the final terms and purchase price of the Bond by executing the Bond Purchase Agreement. The actions of the Chairman in approving the terms of the Bond by executing the Bond Purchase Agreement shall be conclusive, and no further action shall be necessary on the part of the Board of Supervisors.

6. The Chairman, Clerk of the Board of Supervisors, County Administrator, the County Treasurer, the County Attorney and all other officers of the County are hereby authorized and directed to work with representatives of the Authority, the Financial Advisor, Bond Counsel, the Lender and its representatives to perform all services and prepare and execute all documentation necessary to issue the Bond, including approving the final forms of the Documents, and to take all such further action as they may consider necessary or desirable in connection with the issuance of the Bond and the financing of the Projects.

7. The County represents and covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (**the "Code"**) or otherwise cause the interest on the Bond to be includable in gross income for Federal income tax purposes under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the Authority or the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds from the sale of the Bond.

8. All costs and expenses in connection with the financing of the Projects and the issuance of the Bond, including the Authority's fees and expenses and expenses of bond counsel, the County Attorney, the County's Financial Advisor, counsel for the Authority, and the Lender shall be paid from the proceeds of the Bond or other legally available funds of the County. If for any reason the Bond is not issued, it is understood that all such expenses shall

be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.

9. All other acts of the Chairman and such other officers of the County as designated by the Chairman that are in conformity with the purposes and intent of this Resolution and in furtherance of the plan of financing, the issuance and sale of the Bond and the financing of the Projects are hereby approved and ratified.

10. This Resolution shall take effect immediately.

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve and adopt the Resolution for the Farmers Option, as amended, the Bond Purchase Agreement and the Lease Agreement. Chairman Carter called for a roll call vote: Mr. Abbitt, yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

UPCOMING MEETINGS

Monday, September 20, 2021 @ 6:30 P.M.
Regular Scheduled Meeting
Board of Supervisors Meeting Room
171 Price Lane, Appomattox, Virginia

ADJOURNMENT

Motion made by Mr. Abbitt, seconded by Mr. Carter and carried with all other members present and voting yes to adjourn the meeting at 6:18 p.m. and then tour the Appomattox County Animal Shelter located at 3074 Morning Star Road.

Samuel E. Carter, Chairman

**ECONOMIC DEVELOPMENT AUTHORITY OF
APPOMATTOX COUNTY, VIRGINIA
\$10,000,000 LEASE REVENUE BOND, SERIES 2021**

BOND PURCHASE AGREEMENT

Dated as of September 1, 2021

Economic Development Authority of
Appomattox County, Virginia
Appomattox, Virginia

County of Appomattox, Virginia
Appomattox, Virginia

Ladies and Gentlemen:

The Farmers Bank of Appomattox (**the “Lender”**), hereby agrees to enter into this Bond Purchase Agreement (**the “Agreement”**) with the Economic Development Authority of Appomattox County, Virginia (**the “Authority”**) and the County of Appomattox, Virginia (**the “County”**) for a loan to the Authority for the benefit of the County evidenced by the purchase by the Lender and sale by the Authority of its \$10,000,000 Lease Revenue Bond, Series 2021 (**the “Bond”**), dated as of September __, 2021, such Bond maturing in the years and amounts, with principal amortizing, subject to optional redemption, and bearing interest at the rates as set forth in the form of the Bond attached as Exhibit A. The Bond will be “tax-exempt” for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (**the “Code”**).

The proceeds of the Bond will be utilized to finance a portion of school capital needs in the County (**the “Projects”**).

The Bond will be secured by an Assignment Agreement, dated as of September 1, 2021 (**“Assignment Agreement”**), whereby the Authority, as assignor, assigns to the Lender, as assignee, the rights of the Authority under the Ground Lease (as defined below) and the Lease Agreement (as defined below) (except the right to receive payment of certain expenses, if any, to receive indemnification and to receive notices) and shall be payable, to the extent moneys are not otherwise available therefor, solely from revenues to be derived by the Authority from rental payments pursuant to a Lease Agreement, dated as of September 1, 2021 (**the “Lease Agreement”**). The Authority and the Appomattox County School Board (**the “School Board”**) will enter into a Ground Lease, dated as of September 1, 2021, (**the “Ground Lease”**) providing for the lease to the Authority of the County High School building property (**the “Leased Property”**). Hereinafter the Bond, the Lease Agreement, the Ground Lease, the Assignment Agreement and this Bond Purchase Agreement shall be referred to as the “Documents.”

Section 1. TERMS AND CONDITIONS

Upon the terms and conditions and upon the basis of the representations set forth herein, the Lender hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Lender, the Bond at the purchase price of 100% of the aggregate principal amount of such Bond **(the "Purchase Price")** on the date of Closing referred to in Section 4 hereof. The Bond shall be as described in, and shall have the terms and conditions, including but not limited to the payment dates for interest, principal and redemption or prepayment provisions, set forth in the form of the Bond attached as **Exhibit A** hereto and incorporated by this reference. The Bond and all other documents providing for the issuance of the Bond shall be in the forms heretofore delivered to us, with only such changes as shall be mutually agreeable to the Lender and the Authority. The Secretary of the Authority is appointed Registrar of the Bond. Notwithstanding any other provision of this Agreement, the Bond shall not be a general obligation of the Authority, but the obligations of the Authority to make payments of principal, premium, if any, and interest on the Bond shall be in accordance with Article IV of the Lease Agreement, and, in all respects, funds of the Authority pledged to payment of debt service on the Bond shall be subject to appropriation by the Board of Supervisors of the County from time to time. The Bond shall not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the County and the Authority, other than as the limited obligation of the Authority.

Section 2. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

The Authority represents, warrants and agrees with the Lender that:

(a) the Authority is, and will be at Closing (as defined below), duly organized and validly existing as an industrial development authority under the Virginia Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended **(the "Act")** and has the power and authority (1) to issue, sell and deliver the Bond to the Lender as provided herein and (2) to consummate all transactions contemplated by, and perform its obligations under, the Documents.

(b) when delivered to, and paid for by, the Lender at the Closing in accordance with the provisions of this Agreement, the Bond will have been duly authorized, executed, issued and delivered;

(c) the adoption of the resolution authorizing the Bond and the execution and delivery of the Documents and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, do not and will not (1) violate the Constitution or laws of the Commonwealth of Virginia, including, without limitation, the Act, the ordinances or resolutions creating the Authority, the Authority's Bylaws or any other existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Authority is bound, or (2) conflict with, result in a breach of, or constitute a default under, any existing resolution, ordinance, indenture of trust or mortgage, loan or credit

agreement, or any other existing agreement or instrument to which the Authority is a party or by which the Authority may be bound;

(d) the Authority has duly authorized, executed and delivered, and approved the performance by the Authority of its obligations contained in the Documents;

(e) prior to the Closing, all approvals, consents and orders, if any, of any governmental authority, board, agency or commission having jurisdiction over the Authority which would constitute a condition precedent to the performance by the Authority of its obligations hereunder and under the Bond have been obtained;

(f) no suit, action, proceeding or investigation is pending or, to the knowledge of the Authority, threatened against or affecting any of the Authority's properties, or against or affecting the Authority, before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated hereby, or which, if determined adversely, could have a material adverse effect on (i) the organization or existence of the Authority, (ii) the execution and delivery by the Authority of the Documents, (iii) the performance by the Authority of its obligations under the Documents, (iv) the validity or enforceability of the Documents or the transactions contemplated thereby, (v) the title or authority of any Authority officials executing the Documents or other documents relating to the transactions contemplated thereby, or (vi) any authority or proceeding relating to the execution and delivery of the Documents on behalf of the Authority;

(g) no set of facts exists that, either immediately upon execution and delivery of any of the Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default or Event of Default under any the Documents;

(h) as of the Closing, the Authority will have complied with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing other than those specified hereunder which have been waived by the Lender;

(i) The Authority has not created or suffered to be created or agreed to create or suffer to be created any lien, encumbrance or charge upon the revenues and funds pledged under the Lease Agreement except the pledge, lien and charge for the security of the Bond, and covenants and agrees not to sell or allow the creation of any lien, encumbrance or charge upon such revenues and funds, until payment in full, or except in connection with financing or other action to accomplish the payment in full, of all interest, premium, if any, and principal of the Bond; and

(j) the representations and agreements of the Authority herein will be true and correct in all material respects as of the Closing.

Section 3. REPRESENTATIONS AND WARRANTIES OF THE COUNTY

The County represents, warrants and agrees with the Lender that:

(a) the County has the power and authority to consummate all transactions contemplated by, and perform its obligations under and as contemplated by, the Documents;

(b) the adoption of the resolution authorizing the Documents and the execution and delivery of the Documents and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, do not and will not (1) violate the Constitution or laws of the Commonwealth of Virginia, or any other existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the County is bound, or (2) conflict with, result in a breach of, or constitute a default under, any existing resolution, ordinance, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the County is a party or by which the County may be bound;

(c) the County has duly authorized, executed and delivered, and approved the performance by the County of its obligations contained in the Documents;

(d) prior to the Closing, all approvals, consents and orders, if any, of any governmental authority, board, agency or commission having jurisdiction over the County or the Projects which would constitute a condition precedent to the performance by the County of its obligations hereunder and under the other Documents have been obtained;

(e) no suit, action, proceeding or investigation is pending nor, to the knowledge of the County, threatened against or affecting any of the Authority's or the County's properties, or against or affecting the Authority or the County, before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated hereby or by the other Documents, or which, if determined adversely, could have a material adverse effect on (i) the organization or existence of the County, (ii) the execution and delivery by the County of the Documents, (iii) the performance by the County of its obligations under the Documents, (iv) the validity or enforceability of the Documents, the Bond or the transactions contemplated thereby, (v) the title or authority of any Authority or County officials executing the Documents, the Bond or other documents relating to the transactions contemplated thereby, (vi) any authority or proceeding relating to the execution and delivery of the Documents or the Bond on behalf of the Authority or the County, (vii) any authority of the County to pay Basic Rent or Additional Rent (as defined in the Lease Agreement) or to perform the County's obligations under the Documents or (viii) that will materially or adversely affect the County's financial condition or ability to operate;

(f) no set of facts exists that, either immediately upon execution and delivery of any of the Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default or Event of Default under any of such Documents;

(g) as of the Closing, the County will have complied with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing other than those specified hereunder which have been waived by the Lender;

(h) the County has not created or suffered to be created or agreed to create or suffer to be created any lien, encumbrance or charge upon the revenues and funds, including but not limited to, the Basic Rent under the Lease except the pledge, lien and charge for the security of the Bond; and

(i) the representations and agreements of the County herein will be true and correct in all material respects as of the Closing.

Section 4. CLOSING

At 10:00 a.m., Richmond, Virginia time, on September __, 2021 or at such other time or date as the Authority, the County and the Lender shall mutually agree upon, the Authority will deliver or cause to be delivered to the Lender, at the offices of Sands Anderson, PC, Richmond, Virginia ("**Bond Counsel**"), or at such other place as the Authority, the County and the Lender may mutually agree upon, the Bond in registered form, duly executed by the Authority and the documents in subsection 5(b) hereof. Concurrently with the notification to the Lender that delivery of the Bond has been made (**the "Closing"**), the Lender will accept such delivery and will cause the payment to the Authority, by immediately available funds, of the Purchase Price of the Bond, as set forth in the Closing Memorandum prepared by Davenport & Company, LLC (**the "Financial Advisor"**) dated as of September __, 2021 (**the "Closing Memo"**).

Section 5. CONDITIONS PRECEDENT TO CLOSING

The Lender has entered into this Agreement in reliance upon the Authority's representations and agreements herein and the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Lender's obligations under this Agreement are and shall be subject to the following further conditions:

(a) at the time of Closing, the Documents have been duly adopted or executed and delivered by the parties thereto and shall be in full force and effect and the Documents shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender, and the Authority shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and thereby;

(b) at the Closing, the Lender shall receive in addition to the Documents, the following:

(1) (A) the approving opinion, dated the date of Closing, in form and substance satisfactory to the Lender, of Bond Counsel; and (B) the opinion of the Authority Counsel and the County Attorney, in the forms attached hereto as **Exhibit B and Exhibit C**, with such changes in such opinion as Bond Counsel and the Lender shall approve;

(2) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Lender or Bond Counsel may reasonably request to evidence (A) compliance by the Authority with legal requirements relating to the issuance of the Bond or the representations set forth in the Tax and Non-Arbitrage Certificate relating to the Bond, (B) the truth and accuracy, as of the date of Closing, of all representations herein contained, and (C) the due performance or satisfaction by the Authority at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Agreement; and

(3) Resolutions adopted by the School Board on September __, 2021, by the Authority on September __, 2021 and by the Board of Supervisors on September __, 2021, each authorizing the appropriate actions for this financing as approved by Bond Counsel.

If the Authority shall be unable to satisfy the conditions to the Lender's obligations contained in this Agreement or if the Lender's obligations shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and neither the Authority nor the Lender shall have any further obligations hereunder, except that (i) the representations and warranties of the Authority set forth in Section 2 herein (as of the date made) will continue in full force and effect.

Section 6. DISBURSEMENTS OF BOND PROCEEDS

At Closing, the Bank will wire in immediately available funds, a portion of the Purchase Price of the Bond to pay the costs of issuance of the Bond, as set forth in the Closing Memorandum prepared by the Financial Advisor. The remaining monies from the Purchase Price of the Bond, if any, will be deposited in a separate and distinct account established by the County in the Virginia State Nonarbitrage Program or other financial institution and disbursed to pay costs of the Projects and any remaining costs of issuance of the Bond.

Section 7. EXPENSES AND COSTS

The expenses and costs of the Authority incident to the issuance of the Bond, including the fees and expenses of Bond Counsel, Authority Counsel, County Attorney and the County's Financial Advisor, shall be paid from the proceeds of the Bond or by the County.

Section 8. FINANCIAL STATEMENTS

The County shall furnish to the Lender, annually during the term of the Bond, with financial statements of the County as soon as available but no later than 270 days after the end of the County's fiscal year, commencing with the fiscal year ending June 30, 2021. Such financial statements must be in a form and degree reasonably acceptable to the Lender and prepared in accordance with generally accepted accounting principles.

Section 9. OPTIONAL PREPAYMENT

The County may, at any time at its option, make prepayments in whole or in part of all then outstanding principal components of Basic Rent corresponding to the Bond, upon fifteen (15) business days' prior written notice to the Lender, upon payment of interest accrued to the redemption date and 100% of the outstanding principal amount of the Bond so prepaid.

Section 10. NOTICES

Any notice or other communication to be given to the parties under this Agreement shall be in writing and shall be deemed delivered if delivered in person or sent by certified mail, return receipt requested, to the parties as follows: if to the Authority, at its address set forth above; and if to the Lender, to The Farmers Bank of Appomattox, P.O. Box 216, Appomattox, Virginia 24522 (Attention: Bruce Drinkard, Senior Vice President).

Section 11. LIMITED BENEFIT; SURVIVABILITY

This Bond Purchase Agreement is made solely for the benefit of the Authority, the County and the Lender (including the successor or assigns of the Lender), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All representations and agreements by the Authority, the County and the Lender in this Agreement shall survive the delivery of and payment for the Bond.

Section 12. APPLICABLE LAW

The rights and obligations of the parties to this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws provisions.

Section 13. APPROVAL

The approval of the Lender when required hereunder, or the determination of its satisfaction as to any document referred to herein, shall be in writing signed by the Lender and delivered to the Authority and the County.

Section 14. ENTIRE UNDERSTANDING AND AMENDMENTS

This Agreement expresses the entire understanding and agreement of the parties with respect to the Bond, superseding all prior agreements, whether oral or written, and may not be modified, except in writing, signed by the Lender, the County and the Authority.

Very truly yours,

THE FARMERS BANK OF APPOMATTOX

By: _____

Its: _____

ACCEPTED AND APPROVED:

**ECONOMIC DEVELOPMENT AUTHORITY OF
APPOMATTOX COUNTY, VIRGINIA**

By: _____
Chairman

ACCEPTED AND APPROVED:

COUNTY OF APPOMATTOX, VIRGINIA

By: _____
Chairman, Board of Supervisors

EXHIBIT A

Form of Bond

EXHIBIT B

Form of Authority Counsel Opinion

EXHIBIT C

Form of County Attorney Opinion

LEASE AGREEMENT

between

**ECONOMIC DEVELOPMENT AUTHORITY OF APPOMATTOX COUNTY,
VIRGINIA**

and

COUNTY OF APPOMATTOX, VIRGINIA

Dated as of September 1, 2021

**ALL BASIC RENT (AS DEFINED HEREIN) PAYABLE UNDER THIS
LEASE HAS BEEN ABSOLUTELY ASSIGNED TO, AND IS SUBJECT
TO A SECURITY INTEREST IN FAVOR OF THE FARMERS BANK OF
APPOMATTOX, ITS SUCCESSORS OR ASSIGNS PURSUANT TO AN
ASSIGNMENT AGREEMENT WITH THE ECONOMIC
DEVELOPMENT AUTHORITY OF APPOMATTOX COUNTY,
VIRGINIA AND THE FARMERS BANK OF APPOMATTOX, DATED AS
OF SEPTEMBER 1, 2021, AS AMENDED OR SUPPLEMENTED FROM
TIME TO TIME.**

**This Lease Agreement is exempt from recording taxes under Section 58.1-
811E of the Code of Virginia of 1950, as amended**

**This Lease Agreement is exempt from clerk's fee pursuant to Section 17.1-
266 of the Code of Virginia of 1950**

Prepared by and return to:
Daniel M. Siegel, Esquire
Sands Anderson, PC
P.O. Box 1998
Richmond, Virginia 23219
(804) 648-1636
VSB# 20523

THIS LEASE AGREEMENT, dated as of September 1, 2021, between the **ECONOMIC DEVELOPMENT AUTHORITY OF APPOMATTOX COUNTY, VIRGINIA** a political subdivision of the Commonwealth of Virginia (**the "Authority"**) and grantor for indexing purposes and the **COUNTY OF APPOMATTOX, VIRGINIA**, a county and political subdivision of the Commonwealth of Virginia (**the "County"**) and grantee for indexing purposes;

W I T N E S S E T H:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (**the "Act"**);

WHEREAS, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to finance and refinance and lease facilities for use by a locality, to issue its revenue bonds, notes and other obligations from time to time for this purpose, and to pledge all or any part of the revenues to secure the payment of such obligations;

WHEREAS, pursuant to a Ground Lease entered into between the Authority and the Appomattox County School Board (**the "School Board"**) as of the date hereof, the Authority is acquiring simultaneously with the execution hereof a leasehold interest in the County High School building property (**the "Leased Property"**) located in the County, as more fully described in **Exhibit A** to the Ground Lease and in **Exhibit B** hereto; and

WHEREAS, the Authority has agreed to finance the Projects, as hereinafter defined, and to lease the Leased Property to the County and the County has agreed to finance the Projects and to lease the Leased Property from the Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1 Definitions. The following words as used in this Lease Agreement shall have the following meanings unless the context otherwise requires.

"Additional Bond" or **"Additional Note"** shall mean any bonds or notes issued to finance the completion of the Projects or to refund the Bond or any Additional Bonds or Additional Notes, secured by rent from the lease of the Leased Property under a Supplemental Lease Agreement on a parity basis with the Bond and any other Additional Bonds and Additional Notes.

"Additional Rent" has the meaning given to it in Section 4.2(b).

"Assignment Agreement" shall mean the Assignment Agreement entered into as of the date hereof, between the Authority and The Farmers Bank of Appomattox, relating to the

assignment by the Authority of its rights under the Ground Lease and this Lease Agreement, and any and all amendments thereto as acknowledged and consented to by the County and the School Board.

“Authority” shall mean the Economic Development Authority of Appomattox County, Virginia, a political subdivision of the Commonwealth of Virginia, its successors and assigns.

“Basic Agreements” shall mean the Ground Lease, the Bond Purchase Agreement, the Assignment Agreement, and this Lease Agreement.

“Basic Rent” shall mean the payments payable by the County pursuant to Section 4.2(a) during the Lease Term.

“Board of Supervisors” shall mean the Board of Supervisors of Appomattox County, Virginia, as the governing body of the County.

“Bond” or **“Bonds”** shall mean the Authority’s Lease Revenue Bond, Series 2021 issued pursuant to the Bond Purchase Agreement to finance the Projects.

“Bondholder” shall initially mean The Farmers Bank of Appomattox, as the purchaser of the Bond, and subsequently its successors and assigns.

“Bond Purchase Agreement” shall mean that certain Bond Purchase Agreement among the Authority, the County, and the Bondholder, dated as of September 1, 2021.

“Code” shall mean the Internal Revenue Code of 1986, as amended, including applicable regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

“County” shall mean the County of Appomattox, Virginia.

“Environmental Laws” shall mean all federal, state and local laws (including common or decisional law), statutes, ordinances and regulations relating to pollution or protection of human health or the environment (including without limitation ambient air, surface, water, ground water, wetlands, land surface or subsurface strata), including without limitation laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**“CERCLA”**), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (**“FIFRA”**), the Resource Conservation and Recovery Act, as amended (**“RCRA”**) and the Superfund Amendments and Reauthorization Act of 1986, as amended (**“TSCA”**).

“Environmental Liabilities” shall mean any and all obligations to pay the amount of any judgment or settlement, the cost of complying with any settlement, judgment or order for injunctive or other equitable relief, the cost of compliance, cleanup, remediation, response or other corrective action in response to any notice, demand or request from a governmental authority, the amount of any civil penalty or criminal fine, and any court costs and reasonable

amounts for attorney's fees, fees for witnesses and experts, and costs of investigation and preparation for defense of any claim or proceeding, regardless of whether such proceeding is threatened, pending or completed, that have been or may be asserted against or imposed upon the Authority, the County or the Leased Property and arise out of:

(a) Failure of the County or the Leased Property to comply at any time with all Environmental Laws;

(b) Presence of any Hazardous Materials on, in, under, at or in any way affecting the Leased Property at any time;

(c) A release at any time of any Hazardous Materials on, in, at, under or in any way affecting the Leased Property or at, on, in, under or in any way affecting any adjacent site or facility;

(d) Identification of the Authority or the County as a potentially responsible party under CERCLA or under any Environmental Law similar to CERCLA;

(e) Presence of any above-ground and/or underground storage tanks, as defined in RCRA or in any applicable Environmental Law on, in, at, under or in any way affecting the Leased Property or on, in, at, under or in any way affecting any adjacent site or facility; or

(f) Any and all claims for injury or damage to persons or property arising out of exposure to Hazardous Materials originating at the Leased Property or resulting from operation thereof or located at the Leased Property or any adjoining property.

"Ground Lease" shall mean the Ground Lease between the School Board and the Authority, entered into as of the date hereof, and any and all amendments thereto.

"Hazardous Materials" shall mean chemicals, pollutants, contaminants, wastes and toxic substances, including without limitation:

(a) Solid or hazardous waste, as defined in RCRA or in any Environmental Law;

(b) Hazardous substances, as defined in CERCLA or in any Environmental Law;

(c) Chemical substances and mixtures, as defined in TSCA or in any Environmental Law;

(d) Pesticides, as defined in FIFRA or in any Environmental Law; and

(e) Crude oil or fractions thereof, gasoline or any other petroleum product or byproduct, polychlorinated biphenols, asbestos, urea formaldehyde, fluorinated hydrocarbons and radon.

“Lease Agreement” shall mean this Lease Agreement and any and all amendments hereto.

“Lease Term” shall mean the duration of the leasehold estate created in the Leased Property as provided in Section 4.1.

“Leased Property” shall mean the real estate and building improvements known as the County High School building property, as further described in **Exhibit A** to the Ground Lease and **Exhibit B** to this Lease Agreement.

“Net Proceeds” shall mean the gross proceeds from any insurance recovery or condemnation or eminent domain award in connection with the Leased Property less payments for attorney’s fees and other expenses incurred in the collection of such gross proceeds.

“Payment of Basic Rent” shall mean payment in full of all Basic Rent due and to become due to and including May 1, 2042.

“Permitted Encumbrances” shall mean, as of any particular time as to the Leased Property, (a) liens for taxes and special assessments not then delinquent, (b) liens for taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which the County shall have set aside adequate reserves, unless thereby any of the Leased Property or the interest of the County therein may be in danger of being lost or forfeited, (c) this Lease Agreement and any security interests or other liens created thereby, (d) mechanics’ and materialmen’s liens incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to judgment, provided that the County shall have set aside adequate reserves with respect thereto, (e) restrictions, mineral rights, easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes, or for the joint or common use of real property, in each case which do not materially impair the use of the Leased Property for the purposes for which it is or may reasonably be expected to be held, (f) such defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property owned or leased by the County for essential governmental purposes and similar in character to the Leased Property and as will not, in an opinion of the County Attorney, impair the use of the Leased Property affected thereby for the purpose for which it is or may reasonably be expected to be held by the County (and must be in form and substance reasonably acceptable to the Bondholder), (g) present or future zoning laws and ordinances, and (h) liens, property interests and rights related to the Bond or any Additional Bonds or Additional Notes.

“Projects” shall mean the financing of a portion of capital needs for the County in connection with school facilities in the County, including, but not limited to, renovations to Appomattox High School and costs of issuance related to the Bond.

Section 1.2 Rules of Construction. The following rules shall apply to the construction of this Lease Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of the Bond shall not be deemed to refer to or connote the payment of the Bond at its stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Lease Agreement.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Lease Agreement nor shall they affect its meaning, construction or effect.

All references herein to payment of the Bond are references to payment of principal of and premium, if any, and interest on the Bond.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by Authority. The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created by an ordinance of the County pursuant to the Act;

(b) The undertaking by the Authority (i) to finance a portion of the costs of the Projects and (ii) to lease the Leased Property to the County, has been authorized, in compliance with the Act and the Authority's Bylaws, by the affirmative vote of not less than a majority of the members of the Authority present during an open meeting at which a quorum was present and acting throughout;

(c) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Agreements and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered the Basic Agreements and has issued the Bond;

(d) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Agreements will not conflict with or constitute or result in a default under or violation of, (1) the Act, the Authority's Bylaws or the ordinance creating the Authority, (2) any existing law, rule or regulation applicable to the Authority, or (3) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the

execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Agreements;

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Basic Agreements or the Bond, (3) the validity or enforceability of the Basic Agreements or the Authority's performance of its obligations thereunder, (4) the title of any officer of the Authority executing the Basic Agreements or the Bond, or (5) the power to finance the Projects; and

(g) The Authority is the owner of a leasehold estate in the Leased Property granted by the Ground Lease, which leasehold estate is being leased to the County pursuant to this Lease Agreement.

Section 2.2 Representations by County. The County makes the following representations:

(a) The County is a county and political subdivision of the Commonwealth of Virginia;

(b) The lease of the Leased Property to the County pursuant to this Lease Agreement will provide for the acquisition or has provided for the acquisition of certain capital projects that will serve functions which are essential to the proper operations of the County and the welfare of its residents;

(c) The County has full power and authority to enter into the Basic Agreements to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements;

(d) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Agreements to which it is a party will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the County, or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the

execution or delivery of or compliance by the County with the terms and conditions of the Basic Agreements to which it is a party;

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened with respect to (1) the authority of the County to execute and deliver the Basic Agreements to which it is a party, (2) the validity or enforceability of such Basic Agreements or the County's performance of its obligations thereunder, (3) the title of any officer of the County executing such Basic Agreements, (4) the power to finance a portion of the costs of the Project, or (5) that will materially or adversely affect the County's financial condition or ability to occupy the Leased Property;

(h) There are no present or, nor to the knowledge of the County, past actions, activities, circumstances, conditions, events or incidents, including without limitation, any release of any Hazardous Materials which have not been appropriated, remediated or addressed, that could form the basis for assertion of any Environmental Liability with respect to the Leased Property against the County or the Authority. The County will comply with all Environmental Laws applicable to the County and the Leased Property, as they may exist from time to time. The County has not received any communication in any form from any governmental environmental authority alleging that the County, with respect to the Leased Property is not in compliance with any Environmental Law; and

(i) Until termination of the Lease Term, the County intends to operate the Leased Property, or to cause it to be operated, as described in this Lease Agreement or for any other use which is permissible under the Act, the Code and the Code of Virginia of 1950, as amended. The County will not use or occupy the Leased Property or permit any portion thereof to be used or occupied (i) contrary to any law or regulation in effect now or in the future (and without regard to any change of government policy) or (ii) in any manner which will (a) cause structural injury to any part of the Leased Property, (b) cause the value or the usefulness of the Leased Property to diminish (ordinary wear and tear excepted), (c) constitute a public or private nuisance or (d) result in waste to the Leased Property; nor will it do or permit anything to be done on or about the Leased Property that will affect, impair or contravene any policies of insurance that may be carried on the Leased Property or with respect to its use, or adversely impact the tax-exempt status of interest on the Bond or any Additional Bonds or Additional Notes for federal income tax purposes, if applicable, or the bank qualified status of the Bond.

ARTICLE III.

ACQUISITION OF THE PROJECTS AND LEASING OF THE PROPERTY

Section 3.1 Demise of Leased Property. The Authority demises and leases to the County for use by the School Board and the County leases from the Authority, the Leased Property, for the term set forth in Section 4.1 and the Basic Rent and Additional Rent and in accordance with the terms of this Lease Agreement. The Authority hereby agrees to perform the obligations imposed upon it as lessee under the Ground Lease. Subject to the provisions of Articles VI and VII, the School Board and the County shall be entitled to possession of the Leased Property during the term of this Lease Agreement.

Section 3.2 Agreement to Acquire, Construct, Renovate, Equip, Install and Furnish the Projects. Contemporaneously with the execution and delivery hereof, the Authority shall issue the Bond to finance the Projects, which amount, together with other funds of the County, the County reasonably believes to be sufficient to complete such portions of the Projects.

The costs and expense of the performance by the Authority of any of its obligations under the Lease Agreement will be limited to the availability of the proceeds of the Bond issued for such purpose, or any Net Proceeds or from other funds provided by the County for such purposes.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY OR THE SCHOOL BOARD WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE LEASED PROPERTY, except that the Leased Property is each free from encumbrances done, made or knowingly suffered by the Authority or anyone claiming by, through or under it.

The County or the School Board, as appropriate, as agent for the Authority, obtained or caused to be obtained all permits, approvals and consents necessary for completion of the Projects. Upon request of the Bondholder, the County shall provide copies of such permits, approvals and consents.

In order to effectuate the purposes of this Lease Agreement, the County or the School Board, as appropriate, as agent for the Authority, has made, executed, acknowledged and delivered, or caused to be made, executed, acknowledged and delivered, all contracts, orders, receipts, writings and instructions, in the name of the County, the School Board or otherwise, with or to other persons, firms or corporations, and in general has done or caused to be done all such other things as may be requisite or proper for the reimbursement costs of certain capital expenditures of the Projects and fulfillment of the obligations of the County under this Lease Agreement.

The County recognizes that since the Leased Property has been designed, acquired, constructed, equipped and furnished at the County's or the School Board's request and by contractors and suppliers selected by the County or the School Board in accordance with plans and specifications prepared by architects or engineers selected by the County or the School Board, **THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE LEASED PROPERTY OR ITS SUITABILITY FOR THE COUNTY'S OR SCHOOL BOARD'S PURPOSE OR NEEDS.**

In the event of default of any contractor or subcontractor under any construction contract in connection with the Leased Property, the County (or the School Board) will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the Authority or the County (or the School Board), as agent for the Authority, against the contractor or subcontractor in default and against each surety for the performance of such contractor. The County agrees to advise the Authority and the Bondholder, in writing, of the steps it intends to take in connection with any such default. The County (or the School Board) may, in good faith and at the expense

of the County (or the School Board) in its own name or in the name of the Authority, by notice from the County (or the School Board) to the Authority and the Bondholder, prosecute or defend any action or proceeding or take any other action involving such contractor, subcontractor or surety which the County deems reasonably necessary, and in such event the Authority hereby agrees to cooperate fully with the County and the School Board. Any amounts recovered by way of damages, refunds, adjustments or otherwise, net of reasonable expenses related thereto, in connection with the foregoing shall be paid subject to any requirements of the Code, to the County or the School Board, to reimburse the County or the School Board, as applicable, for any costs it incurred in connection with the foregoing and then to the Bondholder for repayment of the Bond or any Additional Bonds.

ARTICLE IV.
LEASE TERM; PAYMENT OF RENTALS;
MAINTENANCE; INSURANCE; CERTIFICATION AND TAXES

Section 4.1 Lease Term. The Lease Term shall commence on the date of execution hereof and, unless sooner terminated in accordance with the provisions hereof, shall terminate at the later of (a) 11:59 p.m. on May 1, 2042, or (b) if all payments required by this Lease Agreement or in respect of the Bond (including any Additional Bonds or Additional Notes) have not been made on such date, the date on which all such payments shall have been made.

Section 4.2 Rental Payments.

(a) The County shall pay the Basic Rent to the Bondholder on behalf of the Authority, subject to Section 4.5, as shown on **Exhibit A**. During the Lease Term, commencing on May 1, 2022, and each May 1 and November 1 thereafter during the Lease Term the County shall pay Basic Rent in the amount shown in the column "Payments" for the Bond on **Exhibit A** hereto as it may be amended on the date such Basic Rent is due and subject to adjustment upon a Determination of Taxability (as defined in the Bond). Each Basic Rent Payment, which shall include an interest component (under the column labeled "Interest," subject to adjustment as described in the preceding sentence), may include a principal component (under the column labeled "Principal") as set forth on **Exhibit A**, and shall be paid in lawful money of the United States of America. In the event the County fails to make any Basic Rent payments when due, interest on the principal component of such Basic Rent shall accrue from such date until paid at the rate per annum that will yield the amount necessary to pay interest due on the Bond on the date the late payment of Basic Rent is made. Interest components of Basic Rent may be adjusted as provided in the Bond.

(b) The County shall also pay when due any additional rent ("**Additional Rent**") which shall include amounts under Section 4.2(b), Section 4.2(c), Section 4.3 and Section 6.6 hereunder, as applicable, and otherwise as required by any obligations or agreements made hereunder or in connection with the Bond Purchase Agreement, including but not limited to any amounts due to the United States of America as required by the arbitrage rebate requirements of Section 148 of the Code applicable to the Bond (**the "Rebate Amount"**). The County shall, if necessary, calculate and timely pay as Additional Rent the Rebate Amount, if any, in amounts required by Section 148 of the Code and regulations promulgated thereunder, and the County and the Authority covenant to comply with all applicable requirements in this regard. The obligations of the County to make the payments of Basic Rent and Additional Rent,

if any, and to perform and observe the other obligations and agreements contained herein shall be absolute and unconditional except as provided in Section 4.5.

(c) If the County fails to make any payment of Basic Rent or Additional Rent within 15 days after the date on which such payment(s) is due and payable hereunder, the County shall pay a late payment charge equal to five percent (5.00%) of the overdue payment(s).

Section 4.3 Prepayment of Rentals; Option To Purchase. The County may, at any time at its option, make prepayments in whole or in part of all then outstanding principal components of Basic Rent corresponding to the Bond, at any time, upon fifteen (15) business days' prior written notice to the Bondholder, upon payment of interest accrued to the redemption date and 100% of the outstanding principal amount of the Bond to be prepaid. The Bondholder shall apply the amounts so prepaid in such manner as shall be consistent with the provisions hereof to redeem, prepay or defease the Bond. Any such prepayment of principal components of Basic Rent paid plus interest accrued to the redemption or prepayment date and such prepayment penalty, if any, shall be considered as Additional Rent hereunder.

Section 4.4 Additional Bonds and Additional Notes. Subject to the Bondholder's prior written consent Additional Bonds and Additional Notes may be issued pursuant to a supplemental lease agreement and shall be equally and ratably secured with the Bond without preference, priority or distinction; provided, however, that any moneys in any debt service reserve account that may be established shall secure only the applicable bond or note to which it applies, and provided further that any particular bonds or notes may have other security pledged to their payment.

Section 4.5 Appropriations of Basic Rent and Additional Rent, if any; Declaration of Essentiality. The Board of Supervisors reasonably believes that funds sufficient to make all payments of Basic Rent and Additional Rent during the term of this Lease Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make payments of Basic Rent and Additional Rent, if any, beyond the current fiscal year, the Board of Supervisors in authorizing the execution of this Lease Agreement has stated its intent to make annual appropriations sufficient to make the payments of Basic Rent and Additional Rent, if any, and it has recommended that future Boards of Supervisors continue to do so during the term of this Lease Agreement.

The Board of Supervisors hereby declares the nature of the Leased Property essential to the efficient operation of the County. The Board of Supervisors anticipates that the need for the Leased Property will not change during the term of this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, the County's obligations to pay the cost of performing its obligations under this Lease Agreement, including without limitation its obligations to pay all Basic Rent and Additional Rent, shall be subject to and dependent upon appropriations being made from time to time by the Board of Supervisors for such purpose; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's annual budget shall include in the budget for each fiscal year the amount of the Basic Rent and Additional Rent, if any, due during such fiscal year. Throughout the Lease Term, the County Administrator shall deliver to the Bondholder and the Authority within ten days after the adoption of the budget for each fiscal year, but not later than July 10th, a certificate stating whether an amount equal to the Basic Rent and Additional Rent which will be

due during the fiscal year beginning July 1st has been appropriated by the Board of Supervisors in such budget. If, by July 15, the Board of Supervisors has not appropriated Basic Rent for the then current Fiscal Year, the County Administrator shall give written notice to the Board of Supervisors of the consequences of such failure to appropriate, including the right of the Bondholder to terminate this Lease Agreement in accordance with Article VII.

Section 4.6 Insurance. The County (or the School Board, as appropriate) shall continuously maintain or cause to be maintained insurance against such risks and in such amounts as are customary for public bodies owning similar projects, including without limitation:

(a) public liability insurance to the extent of \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, operation or occupation of the Leased Property;

(b) workers' compensation insurance with respect to the Leased Property;

(c) coverage to the extent of the full replacement cost of the Leased Property against loss or damage by fire or lightning, with broad form extended coverage, including damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally included within such coverage (limited only as may be provided in the standard form for such coverage at the time in use in the Commonwealth of Virginia), provided that during the period of construction of portions of the Leased Property, the County may provide or cause to be provided in lieu of the insurance set forth above builders' risk or similar type of insurance to the full replacement cost thereof minus site work not normally insured; and

(d) comprehensive automobile liability insurance against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance or use of the Leased Property.

All such insurance shall be taken out and maintained with generally recognized responsible insurers selected by the County (or the School Board) and acceptable to the Bondholder and may be written with deductible amounts comparable to those on similar policies carried by other public bodies owning and operating similar facilities. The Bondholder may request an increase of coverages on a reasonable basis. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law Article, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor provision of law, the County shall provide evidence reasonably satisfactory to the Bondholder that such insurance is enforceable under the laws of the Commonwealth of Virginia. In each policy, other than policies of workers' compensation insurance, the Bondholder and the Authority shall be named as additional insureds to the extent their interests may appear. The policies of insurance required by subsection (c) above shall require that all Net Proceeds resulting from any claims be paid to the Bondholder and the County (or the School Board, as appropriate). The County hereby irrevocably assigns, transfers and sets over to the Bondholder all right, title and interest of the County, in such Net Proceeds; provided, however, if the Net Proceeds payable under any one claim shall not exceed \$250,000 and no

event has occurred or is continuing that constitutes or that, by notice or lapse of time, or both, would constitute an Event of Default under this Lease Agreement, such Net Proceeds shall be paid to the County to be used for purposes set forth in Section 5.1(b)(1) or (2).

All such policies shall be deposited with the Bondholder, provided that in lieu of such policies there may be deposited with the Bondholder and the Authority a certificate or certificates of the respective insurers attesting to the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the County (or the School Board, as appropriate) shall furnish the Bondholder and the Authority evidence satisfactory to the Bondholder and the Authority that the policy has been renewed or replaced or is no longer required by this Lease Agreement. Unless a policy with such an undertaking is available only at a cost which the County (or the School Board, as appropriate), with the approval of the Bondholder, determines to be unreasonable, each policy shall contain an undertaking by the insurer (in form commercially reasonable for similar insurers) that such policy shall not be modified adversely to the interests of the Bondholder or the Authority or cancelled without at least 30 days' prior notice to the Bondholder and the Authority.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County (or the School Board, as appropriate) may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs; provided, however, that such alternative is reasonably acceptable to the Bondholder (based on a favorable written opinion of an independent insurance consultant having a favorable reputation for skill and experience in such work).

To the extent losses for any damage to the Leased Property, however caused, are paid from the Net Proceeds of any insurance required by this Section, no claim shall be made and no suit shall be brought against the County (or the School Board, as appropriate) by the Bondholder or anyone else claiming by, through or under it.

Section 4.7 Maintenance; Expenses of Maintenance; Taxes. Subject to Sections 4.5, 5.1 and 5.2, the County shall cause the School Board to maintain, preserve and keep the Leased Property, or cause the Leased Property, to be maintained, preserved and kept, in good condition. The County and the School Board shall not abandon the Leased Property, during the Lease Term except pursuant to Section 7.1. Subject to Section 4.5, the County or the School Board shall pay or cause to be paid, in addition to Additional Rent, all of the expenses of maintenance and operation of the Leased Property. The County shall pay or cause the School Board to pay any and all taxes and assessments payable with respect to the Leased Property.

Section 4.8 Net Lease. This Lease Agreement shall be deemed and construed to be a net lease, and during the Lease Term, the County shall pay Basic Rent and Additional Rent, if any, free of all deductions, diminutions and set-offs, and without abatement for casualty, loss of title, condemnation or any other reason whatsoever.

Section 4.9 Proof of Payment of Taxes, etc. The County shall pay (or cause the School Board to pay) all and furnish the Bondholder or the Authority, upon request, proof of payment of any taxes, utility charges, insurance premiums, or other charges or payments required to be paid by the County or the School Board under this Lease Agreement.

Section 4.10 No Encumbrances. The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, or the rights of the County and the Authority as herein provided, other than Permitted Encumbrances. Subject to Section 4.5, the County shall promptly and duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time.

Section 4.11 Installation of County's Own Furnishings and Equipment. The County and the School Board may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Leased Property not financed with proceeds of the Bond. All furnishings and equipment so installed by the County shall remain property of the County or the School Board as appropriate in which neither the Authority nor the Bondholder shall have any interest and may be modified or removed at any time while the County is not in default under this Lease Agreement, except that all such furnishings and equipment shall be subject to a landlord's lien to the extent permitted under the laws of the Commonwealth of Virginia. Nothing contained in this Section shall prevent the County or the School Board from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia as security for the unpaid portion of the purchase price thereof, and each such security interest with respect to furnishings and equipment purchased by it under the provisions of this Section after the delivery of the Assignment Agreement shall, if appropriate financing statements are duly filed for record simultaneously with or prior to the installation of the Leased Property, or the furnishings and equipment covered thereby, be prior and superior to such landlord's lien. The County or School Board, as appropriate, shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this Section.

Section 4.12 Transfer at End of Lease Term. The Authority's leasehold estate in the Leased Property shall be transferred, conveyed and assigned to the County after payment by the County of all payments then due and thereafter to become due through and including, May 1, 2042 (or as may be extended under a Supplemental Lease Agreement), whether pursuant to Section 4.2 or 4.3, and Additional Rent, if any, subject to the taking of any actions required by law prior to such consequence, transfer or assignment.

Section 4.13 Use of Proceeds. Neither the County, the School Board nor the Authority shall knowingly (a) take any action, or approve the making of any investment or use of the proceeds of the Bond (including failure to spend the same with due diligence) or taking any other action, which would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or (b) barring unforeseen circumstances, approve the use of the proceeds from the sale of the Bond otherwise than in accordance with the Authority's "non-arbitrage" certificate given immediately prior to the issuance of the Bond.

Section 4.14 Preservation of Tax-Exempt Status of Interest, Representation, Warranties and Covenants.

(a) General. The County shall not (and shall cause the School Board to not) sublease the Leased Property, or any portion thereof, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency or political subdivision thereof, without an

opinion of Bond Counsel that such sublease or other availability would not adversely affect the status of the portion of the Basic Rent representing interest allocable to the Bond as provided in Section 4.2 for federal income tax purposes. The County shall (or cause the School Board to) send notice to the Bondholder and the Authority of any sublease of the Leased Property or any portion thereof within 30 days of entering into such sublease. The County and the Authority covenant that the Leased Property shall not be used in a manner that would permit the proceeds of the Bond to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the County's or the School Board's use of the Leased Property, (b) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bond from being includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law, the County, the School Board and the Authority need not comply with such covenants.

(b) **Incorporation of Tax and Non-Arbitrage Certificate.** Lessee hereby makes each of the representations, warranties and covenants contained in the Tax and Non-Arbitrage Certificate delivered with respect to the Bond. By this reference each such Tax and Non-Arbitrage Certificate is incorporated in and made a part of this Lease Agreement.

Section 4.15 Certification as to Environmental Liabilities. To the extent permitted by law, the County agrees to defend, indemnify and save harmless the Authority and the Bondholder from and against any and all Environmental Liabilities to which the Authority or the Leased Property is or may become subject or which may be alleged or asserted against the Bondholder.

Section 4.16. Recording and Filing. The County will, at its expense, record a counterpart of this Lease Agreement, the Ground Lease and the Assignment Agreement in the Office of the Clerk of the Circuit Court of Appomattox County, Virginia, on or before the date of delivery of the Bond or as otherwise directed by the Bondholder.

Section 4.17. Subletting by County.

(a) Subject to Section 4.14, the County or the School Board may sublease space in the Leased Property without the consent of the Authority and the Bondholder; provided, however, that no sublease will be made if it would (i) have any adverse effect upon or affect or reduce the County's obligations under this Lease Agreement, (ii) be to a party that could not under the Act be the lessee from the Authority of all or any portion of the Leased Property, or (iii) be contrary to law.

(b) Before any sublease is made, the County will cause to be delivered to the Authority and the Bondholder an opinion of Bond Counsel that the use of such portion of the

Leased Property by the sublessee will not cause the interest on any of the Bond to be included in gross income for purposes of federal income taxation.

(c) No sublease will relieve the County from primary liability for any of its obligations under this Lease Agreement, and the County will continue to remain primarily liable for the payment of Basic Rent and for the observance and performance of all of the County's other agreements under this Lease Agreement in accordance with, and subject to, its terms, including without limitation, the non-appropriation provisions hereof.

(d) Each sublessee pursuant to this Section will, to the extent of the interest subleased to it, in writing (i) assume and agree to perform the obligations of the County under this Lease Agreement and (ii) agree to attorn to the Authority and any other successor in interest to the Authority (whether pursuant to this Lease Agreement, the Assignment Agreement or otherwise).

(e) The County will promptly deliver or cause the School Board to promptly deliver executed counterparts of each sublease pursuant to this Section to the Authority and the Bondholder.

ARTICLE V. DAMAGE, DESTRUCTION OR CONDEMNATION

Section 5.1 Damage or Destruction.

(a) The County shall notify the Bondholder and the Authority immediately in the case of damage to or destruction from fire or other casualty of the Leased Property, or any portion thereof during the Lease Term in an amount that the County determines in good faith will cost more than \$100,000 to repair, reconstruct and restore. If the County determines in good faith that such cost will not exceed \$250,000, the County, shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore such portion of the Leased Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, reconstruction and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall, subject to Section 4.5, pay so much thereof as is in excess of such Net Proceeds.

(b) If the Leased Property, or any portion thereof is damaged or destroyed by fire or other casualty during the Lease Term and the County determines in good faith that the cost of repairing, reconstructing and restoring such damage or destruction will exceed \$250,000 then the County shall, upon the following conditions and within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bondholder and the Authority, and the Bondholder shall disburse such Net Proceeds in accordance with the option so elected:

(1) **Option A - Repair and Restoration.** The County may elect to repair, reconstruct and restore the Leased Property. If the County elects this Option A, then the County shall proceed forthwith to repair, reconstruct and restore the Leased Property to

substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the Leased Property, for the purposes for which it had been used prior to such damage or destruction or is intended to be used. Upon any election of this Option A, the County and the Bondholder shall deposit all Net Proceeds held by it to such damage or destruction in a special account that shall be created by the Bondholder for the portion of the Leased Property as to which such Net Proceeds had been paid to the County. So long as the County is not in default under this Lease Agreement, the Bondholder, upon receipt of request of the County may apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair or reconstruction, the County shall pay, subject to Section 4.5, within 45 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Bondholder. The County shall not by reason of the payment of such excess cost be entitled to any (A) interest in the Leased Property which it did not possess prior to such payment, (B) reimbursement from the Authority or the Bondholder, or (C) abatement or diminution of Basic Rent or Additional Rent.

(2) **Option B - Prepayment of Basic Rent.** The County may elect to have such Net Proceeds applied to the prepayment of all of the principal component of Basic Rent, plus interest accrued to the date of prepayment set forth in Section 4.3, and after such election the Bondholder shall (upon receiving such Net Proceeds) redeem the Bond.

Section 5.2 Condemnation and Loss of Title.

(a) In the case of a taking of all or any part of the Leased Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Leased Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other and to the Bondholder. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Lease Agreement (except obligations to pay Basic Rent when due) shall terminate as to the Leased Property or portion thereof as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the **"Termination Date"**). The County shall pay over to the Bondholder (and hereby irrevocably assigns, transfers and sets over to the Bondholder) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the Lease Term. The Bondholder shall hold such Net Proceeds in accordance with the Bond Purchase Agreement for disbursement or use by the County in accordance with the option so elected:

(b) In the event of any such loss of title, condemnation or taking, the County shall, upon the following conditions and within 90 days after the termination date therefor, elect either or both of the following two options by giving notice of such election to the Bondholder and the Authority:

(1) **Option A - Repairs, Restoration and Improvements.** The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to repair, restore or reconstruct the Leased Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. Upon any exercise of this Option A, the Bondholder and the County shall deposit any such Net Proceeds held by it in a special account that shall be created by the Bondholder for the Leased Property as to which such Net Proceeds had been paid to the Bondholder. So long as an Event of Default has not occurred and is not continuing, the Bondholder, upon receipt of request from the County shall apply so much as may be necessary of the Net Proceeds received by it on account of such loss of title, condemnation or taking to payment of such repair, reconstruction or restoration (either on completion thereof or as the work progresses). If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the County shall pay, subject to Section 4.5, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Bondholder. The County shall not by reason of the payment of such excess cost be entitled to any (A) interest in the Leased Property which it did not possess prior to such payment, (B) reimbursement from the Authority or the Bondholder, or (C) abatement or diminution of the Basic Rent or additional rent, if any.

(2) **Option B - Prepayment of Basic Rent.** The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking applied to the prepayment of all of the principal component of Basic Rent, interest accrued to the date of prepayment as provided under Section 4.3 hereof, and, after such election, the Bondholder shall (upon receiving such Net Proceeds, to the extent and in the manner provided in the Bond Purchase Agreement and to the extent of such Net Proceeds) such Net Proceeds shall be used to redeem the Bond or portion thereof available to be redeemed by such Net Proceeds.

(c) The Authority and the Bondholder shall, at the expense of the County cooperate fully with the County or the School Board in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Leased Property, or any part thereof and shall, to the extent they may lawfully do so, permit the County or the School Board to litigate, at the expense of the County or the School Board in any such proceeding in the name and behalf of the Authority. In no event shall the Authority settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Leased Property or any part thereof without the consent of the County.

Section 5.3 Application of Net Proceeds. The Authority hereby directs the Bondholder to make payments from the proceeds received to pay the costs described in Sections 5.1(b)(1) and 5.2(b)(1).

ARTICLE VI.
EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) The following shall be “events of default” under this Lease Agreement, and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) Failure of the County to pay when due any payment of Basic Rent or Additional Rent;

(2) Failure of the County to pay when due any payment due under this Lease Agreement, other than payments under Sections 4.2 and 4.3, or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days after notice is given, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence; or

(3) Bankruptcy or insolvency of the County, the appointment of a receiver of the Leased Property or failure by the County to lift any execution or attachment on the Leased Property, or any portion thereof, which failure shall continue for a period of 60 days after written notice is given, or in the case of any such default that cannot with due diligence be cured within such 60 days period but can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder other than those set forth in Sections 4.2, 4.5, 4.6, 4.7, 4.9 and 4.10, the County shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the County as applicable. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County, not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, failure by the County to pay when due any payment required to be made under this Lease Agreement or failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement resulting from failure of the Board of Supervisors to appropriate moneys for such purposes, as described in Section 4.5, shall not constitute an event of default. Upon any such failure to appropriate, the provisions of Article VII shall be applicable.

Section 6.2 Remedies. Whenever any event of default shall have happened and is continuing, the Authority or the Bondholder, as assignee of the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) declare the entire unpaid principal balance of Basic Rent due and thereafter to become due through and including May 1, 2042, immediately due and payable; (b) reenter and take possession of any part or all of the Leased Property, with or without terminating this Lease Agreement, exclude the County and the School Board from possession and sell or lease the County's leasehold estate in the Leased Property for the account of the County, holding the County liable for all Basic Rent and other payments due up to the effective date of such sale or lease and for the difference between the purchase price, rent and other amounts paid by the purchaser or lessee pursuant to such sale or lease and the rents, interest calculated pursuant to subparagraph (a) above, and the Basic Rent and other amounts payable by the County hereunder; or (c) take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease Agreement. In any of such cases, all rights and interests created or then existing in favor of the County as against the Authority hereunder shall cease and terminate, and the right to the possession of the Leased Property and all other rights acquired by the County hereunder shall revert to and revest in the Authority without any act of re-entry, or any other act of the Authority to be performed and without any right of the County of return, reclamation or compensation for moneys paid under this Lease Agreement as absolutely, fully and perfectly as if this Agreement and such payments had never been made; and in case of such default all payments theretofore made on this Lease Agreement are to be retained by and belong to the Authority as the agreed and reasonable rent of the Leased Property up to the time of such default. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be deposited with the Bondholder and credited to the next required payment.

Section 6.3 Reinstatement after Event of Default. Notwithstanding the exercise by the Authority of any remedy granted by Section 6.2, unless the Authority shall have sold its leasehold estate in the Leased Property or shall have entered into an agreement providing for the re-letting of the Leased Property for at least one year, if the balance of the Basic Rent shall have been accelerated pursuant to Section 6.2(a) and all overdue Basic Rent, together with any interest thereon, and all Additional Rent shall have been paid, then the County's default under this Lease Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Lease Agreement shall be fully reinstated and all Basic Rent payments will be due and payable in accordance with Exhibit A, and the County shall be restored to the use, occupancy and possession of the Leased Property; provided, however, if all or any part of the Leased Property have been re-let for less than one year, the County shall not be restored to the use, occupancy and possession thereof until the end of such lease.

Section 6.4 No Remedy Exclusive. No remedy conferred by this Lease Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.5 No Additional Waiver Implied by One Waiver. Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach or any such provision, or as a waiver of the provision itself.

Section 6.6 Attorney's Fees and Other Expenses. The prevailing party shall be entitled to reasonable fees of attorneys and other reasonable expenses in any action involved in the enforcement of any obligations under this Lease Agreement.

ARTICLE VII. TERMINATION OF LEASE

Section 7.1 Right to Terminate. If as a result of failure of the Board of Supervisors to appropriate moneys for such purposes, any payments of Basic Rent or Additional Rent are not made when due, either party hereto or the Bondholder as assignee of the Authority shall have the right to terminate this Lease Agreement by giving notice of the exercise of its rights pursuant to this Section to the other party and the Bondholder. If the Authority terminates this Lease Agreement, its notice to the County and the Bondholder shall specify a date not sooner than 30 days and not later than 90 days thereafter for such termination.

Section 7.2 Rights upon Termination. Upon termination of this Lease Agreement, the Authority may exclude the County and the School Board from possession of the Leased Property and sell or lease the County's leasehold estate in the Leased Property, in the manner provided by and subject to Section 6.2(b) and the County must comply with its covenant contained therein.

Section 7.3 Reinstatement after Termination. Notwithstanding any termination of this Lease Agreement in accordance with Section 7.1, this Agreement shall be fully reinstated, and the County shall be restored to the use, occupancy and possession of the Leased Property if the conditions set forth in Section 6.3 are satisfied.

ARTICLE VIII. ASSIGNMENT AGREEMENT; AND AMENDMENTS

Section 8.1 Assignment Agreement. Simultaneously with the execution of this Lease Agreement, the Authority has entered into the Assignment Agreement with the Bondholder. The County shall not be obligated to take any notice of any sale, assignment, pledge, mortgage, transfer or other disposition of any interest in this Lease Agreement by the Authority, unless such

sale, assignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with the Assignment Agreement.

Section 8.2 Covenants of the County. The County acknowledges and confirms all covenants and representations set forth with respect to the County in the Bond Purchase Agreement and agrees to comply with all other obligations imposed upon it therein.

Section 8.3 Assignment. Simultaneously with the execution of this Lease Agreement, the Authority has entered into the Assignment Agreement by which the Authority assigns all of its rights in and to the Ground Lease and this Lease Agreement (except its rights to receive payment of its expenses and to receive notices) to the Bondholder for its benefit as the holder of the Bond. The County hereby (a) consents to such assignments, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Bondholder to effect such assignment, (c) agrees to make all payments due to the Authority under this Lease Agreement directly to the Bondholder (except its rights to receive payment of its expenses, to receive indemnification, to receive notices and to give consents), subject to Section 4.5, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof. All references herein to the Authority shall include the Bondholder for its benefit as the holder of the Bond and its successors and assigns, whether or not specific reference is otherwise made to the Bondholder, unless the context requires otherwise.

Notwithstanding the foregoing, no such assignment or reassignment (other than pursuant to the Assignment Agreement) of any of the Authority's right, title or interest in this Lease Agreement or the Leased Property shall be effective unless and until the County shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for the holder of the Bond, it shall thereafter be sufficient that a copy of the trust instrument or agency agreement is no longer in effect. During the Lease Term, the County shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code.

Section 8.4 Amendments. This Lease Agreement may not be amended or modified by the County and the Authority without the prior written consent of the Bondholder.

Section 8.5 No Merger. So long as any Basic Rent remains unpaid and unless the Bondholder otherwise consents in writing, the fee simple and the leasehold estates in and to the Leased Property shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the Bondholder, the County, the School Board any lessee or any third party.

ARTICLE IX. MISCELLANEOUS

Section 9.1 Notices. Unless otherwise provided in this Lease Agreement, all demands, notices, approvals, consents, requests, opinions and other communications under this Lease Agreement must be in writing and will be deemed to have been given when delivered in person,

or by an overnight delivery service or other express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (i) if to the Authority, c/o, Appomattox County Administrative Office, P.O. Box 863, Appomattox, Virginia 24522 (Attention: Chairman), (ii) if to the County, c/o Appomattox County Administrative Office, P.O. Box 863, Appomattox, Virginia 24522 (Attention: County Administrator) (iii) if to the School Board, c/o Appomattox County School Superintendent, 316 Court Street, Appomattox, Virginia 24522 and (iii) if to the Bondholder, at The Farmers Bank of Appomattox, P.O. Box 216, Appomattox, Virginia 24522 (Attention: Bruce Drinkard, Senior Vice President). A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given under this Lease Agreement by either the Authority, the School Board or the County to the other will also be given to the Bondholder. The Authority, the School Board, the County and the Bondholder may, by notice given under this Lease Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests, opinions or other communications are to be sent.

Section 9.2 Severability. If any provision of this Lease Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 9.3 Amounts Remaining Under Bond Purchase Agreement. It is agreed by the parties to this Lease Agreement that any amount with respect to the Bond remaining in any fund or account created under the Bond Purchase Agreement will, after payment of all amounts due from the County or the Authority pursuant to the Basic Agreements, belong to and be paid to the County.

Section 9.4 Liability of Authority. Notwithstanding any provision of the Bond or the Basic Agreements to the contrary, the obligations of the Authority under the Bond and the Basic Agreements are not general obligations of the Authority but are limited obligations payable solely from payments of Basic Rent and Additional Rent, if any. No director or officer of the Authority shall be personally liable on the Authority's obligation hereunder. The Authority shall not be liable for the actions of the County, as its agent, or for any actions of the County under the Basic Agreements.

Section 9.5 Successors and Assigns. This Lease Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.6 Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Lease Agreement; except that as to delivery of the original executed copy of this Lease Agreement as required by the Assignment Agreement, the counterpart containing the receipt therefor executed by the Lender following the signatures to this Lease Agreement shall be the original.

Section 9.7 Entire Agreement. The Basic Agreements express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

Section 9.8 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed as of the date first above written.

**ECONOMIC DEVELOPMENT AUTHORITY
OF APPOMATTOX COUNTY, VIRGINIA**

By: _____
Chairman

COMMONWEALTH OF VIRGINIA)
At Large)

The foregoing instrument was acknowledged before me in the County of Appomattox, Virginia, this _____ day of September, 2021, by _____, Chairman of the Economic Development Authority of Appomattox County, Virginia.

My commission expires: _____.

My Notary Registration number is: _____.

Notary Public

COUNTY OF APPOMATTOX, VIRGINIA

By: _____
Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA)
At Large)

The foregoing instrument was acknowledged before me in the County of Appomattox, Virginia, this _____ day of September, 2021, by _____, Chairman of the Board of Supervisors of the County of Appomattox, Virginia.

My commission expires: _____.

My Notary Registration number is: _____.

Notary Public

CONSENT

The foregoing Lease Agreement, dated as of September 1, 2021, between the Economic Development Authority of Appomattox County, Virginia and the County of Appomattox, Virginia, is consented and agreed to.

APPOMATTOX COUNTY SCHOOL BOARD

By: _____
Superintendent

RECEIPT

Receipt of the foregoing original counterpart of the Lease Agreement, dated as of September 1, 2021, between the Economic Development Authority of Appomattox County, Virginia and the County of Appomattox, Virginia, is hereby acknowledged.

THE FARMERS BANK OF APPOMATTOX

By: _____

Title: _____

Exhibit A
Schedule of Lease Payments

Exhibit B
Property Description

All that property located in the County of Appomattox, Virginia and more particularly described as follows:

All that certain tract or parcel of land lying and being in the Southside Magisterial District of Appomattox County, Virginia, about one-half mile southeast of Appomattox, Virginia, adjoining the lands now or formerly owned by Lucy Tibbs, Coleman Estate and Avery, fronting on Highway No. 727, containing 31.71 acres, plus an additional 1.03 acres in the right-of-way of Highway No. 727, according to a plat of survey made by Ralph P. Hines, C.L.S., dated November 4, 1965, which said plat is to be recorded along with this deed and made a part hereof for a more accurate description of the property herein conveyed.

Being a part of the same identical property that was conveyed to the said Z. E. Cheatham, by deed dated January 12, 1951, and recorded in the Clerk's Office of the Circuit Court of Appomattox County, Virginia, in Deed Book 55, at page 392, to which reference is hereto made.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS	1
Section 1.1 Definitions.....	1
Section 1.2 Rules of Construction	5
ARTICLE II. REPRESENTATIONS.....	5
Section 2.1 Representations by Authority	5
Section 2.2 Representations by County,	6
ARTICLE III. ACQUISITION OF THE PROJECTS AND LEASING OF THE PROPERTY 7	
Section 3.1 Demise of Leased Property	7
Section 3.2 Agreement to Acquire, Construct, Renovate, Equip, Install and Furnish the Projects.....	8
ARTICLE IV. LEASE TERM; PAYMENT OF RENTALS; MAINTENANCE; INSURANCE; CERTIFICATION AND TAXES.....	9
Section 4.1 Lease Term.....	9
Section 4.2 Rental Payments.....	9
Section 4.3 Prepayment of Rentals; Option To Purchase	10
Section 4.4 Additional Bonds and Additional Notes	10
Section 4.5 Appropriations of Basic Rent and Additional Rent, if any; Declaration of Essentiality	10
Section 4.6 Insurance	11
Section 4.7 Maintenance; Expenses of Maintenance; Taxes	12
Section 4.8 Net Lease	12
Section 4.9 Proof of Payment of Taxes, etc.....	12
Section 4.10 No Encumbrances	13
Section 4.11 Installation of County's Own Furnishings and Equipment.....	13
Section 4.13 Use of Proceeds.....	13
Section 4.15 Certification as to Environmental Liabilities.....	14
ARTICLE V. DAMAGE, DESTRUCTION OR CONDEMNATION.....	15
Section 5.1 Damage or Destruction	15
Section 5.2 Condemnation and Loss of Title.....	16
Section 5.3 Application of Net Proceeds	17
ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES	18
Section 6.1 Events of Default	18
Section 6.2 Remedies.....	19
Section 6.3 Reinstatement after Event of Default.....	19
Section 6.4 No Remedy Exclusive.....	20
Section 6.5 No Additional Waiver Implied by One Waiver	20
Section 6.6 Attorney's Fees and Other Expenses	20

ARTICLE VII. TERMINATION OF LEASE	20
Section 7.1 Right to Terminate	20
Section 7.2 Rights upon Termination	20
Section 7.3 Reinstatement after Termination.....	20
ARTICLE VIII. ASSIGNMENT AGREEMENT; AND AMENDMENTS	20
Section 8.1 Assignment Agreement.....	20
Section 8.2 Covenants of the County.....	21
Section 8.3 Assignment	21
Section 8.4 Amendments	21
Section 8.5 No Merger	21
ARTICLE IX. MISCELLANEOUS.....	21
Section 9.1 Notices	21
Section 9.2 Severability	22
Section 9.3 Amounts Remaining Under Bond Purchase Agreement	22
Section 9.4 Liability of Authority.....	22
Section 9.5 Successors and Assigns.....	22
Section 9.6 Counterparts.....	22
Section 9.7 Entire Agreement	22
Section 9.8 Governing Law	23

Testimonium

Signatures

Acknowledgements

Receipt

Exhibit A - Schedule of Basic Rent Payments

Exhibit B - Legal Description



FREE

The Appomattox County Victim Witness Assistance Program and the Virginia Victim Assistance Network Cordially Invite You To:

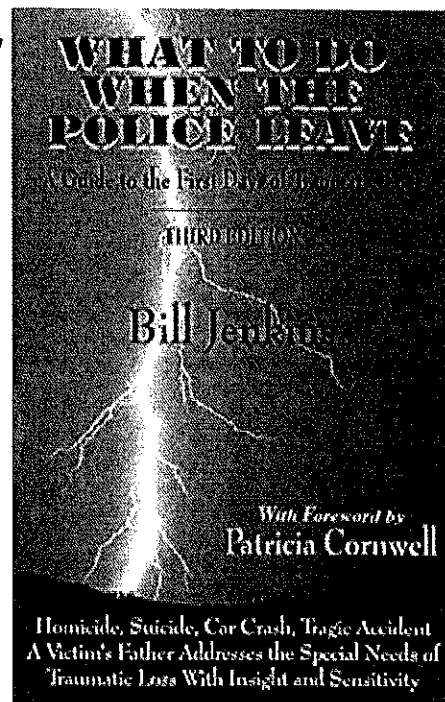
A NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS 2021

**Join us Friday, September
24, 2021**

**11:30AM-2PM In-Person or
Virtual via Zoom.
Registration required.**

Lunch provided (11:30-Noon) .

**Appomattox Inn and Suites
447 Old Courthouse Road
Appomattox, Virginia
24522**



**KEYNOTE SPEAKER: WILLIAM JENKINS, AUTHOR
OF WHAT TO DO WHEN THE POLICE LEAVE**

**PLEASE RSVP: DINA BLYTHE dina.blythe@vanetwork.org
or**

804-331-4057 x 103.

A Zoom link will be shared when you register.

**In person guests- 50 seat maximum . You must be
registered to attend by September 20th. Thank you.**



With appreciation to the Greater Lynchburg Community Foundation
for the funding of this ceremony and to VVF for the lunch provided
today.

THE NATIONAL DAY OF REMEMBERANCE 2021

AGENDA

SEPTEMBER 24, 2021

11:30- Noon:

Participants are asked to pick up a box lunch provided by The Babcock House
Bed and Breakfast after check-in.

12:00-12:20:

Welcome: Mary Anne Freshwater, Director, Appomattox County Victim
Assistance Program and Dina Blythe, Homicide Survivor Support Group
Coordinator, The Virginia Victim Assistance Network.

12:20-12:25:

William Bodine, M.Ad., President and CEO of The Greater Lynchburg Community
Foundation (Funder of today's Ceremony)

12:25- 12:40:

Kay Bullock, Director, The Virginia Victims Fund (Provided Food Today)

12:40-1:20:

William Jenkins, Author, Survivor, Keynote Speaker

1:20-2:00:

Reading of the Names. A bell will sound to mark a time of silence and to close this
portion of the ceremony. If you must leave after the name of your loved one is
read, we understand and thank you for your attendance. Please exit quietly.

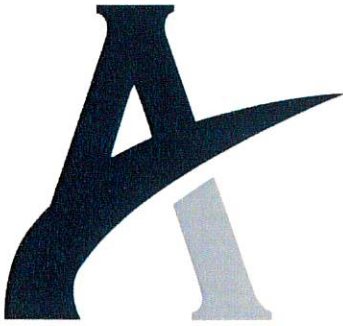
Readers: Mary Anne Freshwater, Dina Blythe, and Joy Bagby, LPC (Appomattox
Regional Homicide Support Group Facilitator)

2:00 PM: Concluding remarks

A special thank you to the Greater Lynchburg Community Foundation, the Virginia
Victims Fund, and the Appomattox County Victim Witness Assistance Program for
making this event possible.

*I have learned that people will forget what you said,
will forget what you did, but people will never
forget how you made them feel.*

-Maya Angelou



APPOMATTOX COUNTY PUBLIC SCHOOLS

Learning Today, Leading Tomorrow

ANNETTE A. BENNETT, Ed. D.
DIVISION SUPERINTENDENT

August 19, 2021

SCHOOL BOARD MEMBERS:

GREGORY A. SMITH
Chairman
Courthouse District

WYATT K. TORRENCE
Vice-Chairman
Appomattox River District

BOBBY K. WADDELL - INTERIM
Piney Mountain District

JASON L. WELLS
Wreck Island District

ROGER B. STOUGH - INTERIM
Falling River District

CENTRAL OFFICE STAFF:

BRUCE R. MCMILLAN
Director of Finance and
Human Resources

MARY L. SHERRY
Director of Student Services

AMY D. HUSKIN, Ed. D.
Director of Curriculum,
Instruction and CTE

CHERYL J. SERVIS, Ed. D.
Supervisor of Instruction
and Federal Programs

PHILLIP G. AMOS JR.
Supervisor of Technology
and Security

CARRINGTON W. PRITCHARD
Clerk of the Board

To: Appomattox County Board of Supervisors

From: Annette Bennett, Ed. D., Superintendent
Bruce R. McMillan, Director of Finance & Human Resources
Appomattox County Public Schools

Re: July 2021, Month-end Financial Report

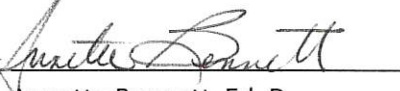
Attached please find summary July month-end financial reports for the school division on an Accrual-basis.

You will find two each, Expenditure and Revenue reports. The first, Expenditures/Revenues for July, includes all expenses and/or revenues YTD for FY 22.

The second, Expenditures/Revenues for Post Year, also includes accruals for revenues and/or expenses that accrued back to FY 21.

Please let us know if you have any questions.

Respectfully Submitted,


Annette Bennett, Ed. D.
Division Superintendent


Bruce R. McMillan
Director of Finance & Human Resources

POST YEAR EXPENDITURES OCCURING IN JULY 21

Code	Description	Expenditure
FD 1	GENERAL FUND	
	61000 INSTRUCTION	\$ 456,712.70
	62000 ADMINISTRATION/ATTENDANCE & HEALTH	\$ 5,773.23
	63000 PUPIL TRANSPORTATION SERVICES	\$ 4,103.96
	64000 OPERATION & MAINTENANCE SERVICES	\$ 6,383.95
	66000 FACILITIES	\$ -
	67000 OTHER USES OF FUNDS	\$ -
	68000 TECHNOLOGY	\$ 19.95
	1 GENERAL FUND	\$ 472,993.79
FD 2	SCHOOL FOOD	
	65000 SCHOOL FOOD	\$ 26.98
	2 SCHOOL FOOD	\$ 26.98
	GRAND TOTAL	\$ 473,020.77

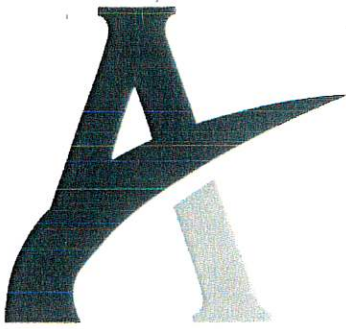
APPOMATTOX COUNTY PUBLIC SCHOOLS
FD-PJT-REV REVENUES SUMMARY REPORT
for Fiscal Year 2022 (FY 2021-2022)
Posted Only Figures
Executed By: jayne

Page: 1
Date: 08/18/21
Time: 14:03:07

Code	Description	Estimated Revenue	Est. Revenue For	JULY	For	Revenue JULY	Revenue YTD	Unrealized Balance	Percent Real
FD 1 GENERAL FUND									
PJT 000 NON CATEGORICAL									
1612010	TUITION FROM PRIVATE SOURCES: DAY	\$ 0.00	\$	0.00	\$	11,471.14	\$ 11,471.14	\$ 11,471.14-	100.00
2402020	BASIC SCHOOL AID	\$ 0.00	\$	0.00	\$	689,055.66	\$ 689,055.66	\$ 689,055.66-	100.00
2402080	REMEDIAL EDUCATION	\$ 0.00	\$	0.00	\$	23,250.75	\$ 23,250.75	\$ 23,250.75-	100.00
2402110	COMPENSATION SUPPLEMENT	\$ 0.00	\$	0.00	\$	45,843.75	\$ 45,843.75	\$ 45,843.75-	100.00
2402120	SPECIAL EDUCATION SOQ	\$ 0.00	\$	0.00	\$	80,533.25	\$ 80,533.25	\$ 80,533.25-	100.00
2402140	TEXTBOOK PAYMENTS	\$ 0.00	\$	0.00	\$	13,959.50	\$ 13,959.50	\$ 13,959.50-	100.00
2402170	VOCATIONAL SOQ PAYMENTS	\$ 0.00	\$	0.00	\$	41,695.42	\$ 41,695.42	\$ 41,695.42-	100.00
2402210	SOCIAL SECURITY INSTRUCTIONAL	\$ 0.00	\$	0.00	\$	41,825.34	\$ 41,825.34	\$ 41,825.34-	100.00
2402230	TEACHER RETIREMENT INSTRUCTIONAL	\$ 0.00	\$	0.00	\$	97,419.25	\$ 97,419.25	\$ 97,419.25-	100.00
2402410	GROUP LIFE	\$ 0.00	\$	0.00	\$	2,987.50	\$ 2,987.50	\$ 2,987.50-	100.00
2403080	SALES TAX - 1 %	\$ 0.00	\$	0.00	\$	212,206.96	\$ 212,206.96	\$ 212,206.96-	100.00
2403090	ESL (ENGLISH AS A SECOND LANGUAGE	\$ 0.00	\$	0.00	\$	1,595.66	\$ 1,595.66	\$ 1,595.66-	100.00
2403120	SALES TAX - 1/8 %	\$ 0.00	\$	0.00	\$	22,633.20	\$ 22,633.20	\$ 22,633.20-	100.00
000	NON CATEGORICAL	\$ 0.00	\$	0.00	\$	1,284,477.38	\$ 1,284,477.38	\$ 1,284,477.38-	100.00
PJT 340 GIFTED AND TALENTED									
2402070	GIFTED AND TALENTED	\$ 0.00	\$	0.00	\$	6,754.42	\$ 6,754.42	\$ 6,754.42-	100.00
PJT 392 AT RISK (STATE INCENTIVE FUNDS)									
2402650	AT-RISK SOQ GF PAYMENTS	\$ 0.00	\$	0.00	\$	52,061.42	\$ 52,061.42	\$ 52,061.42-	100.00
1	GENERAL FUND	\$ 0.00	\$	0.00	\$	1,343,293.22	\$ 1,343,293.22	\$ 1,343,293.22-	100.00
=====									
GRAND TOTAL		\$ 0.00	\$	0.00	\$	1,343,293.22	\$ 1,343,293.22	\$ 1,343,293.22-	100.00

POST YEAR REVENUES OCCURING IN JULY 2021

CODE	DESCRIPTION	REVENUE
FUND 1		
1-000-1612010	Tuition from private sources - day school	\$ 257.00
1-000-1901020	Other payments from another county	\$ 6,463.92
1-150-1899120	Spot & Dot	\$ 4,627.92
1-412-84.4240	Title IV	\$ 15,298.38
430-84.0270	Title VIB - Section 611 Part B IDEA	\$ 46,048.40
510-84.3670	Title II - Tch/Prn Training	\$ 18,321.61
610-84.0100	Title I	\$ 33,436.09
615-84.4253	ESSER-INSTRUCTIONAL DELIVERY	\$ 1,200.00
615-84.4254	ESSER-SPECIAL EDUCATION SERVICE	\$ 580.00
615-84.4255	GEER - WIFI AND MIFI ACCESS	\$ 4,000.00
800-84.0480	Carl Perkins	\$ 54.51
TOTAL FUND 1		\$ 130,287.83
FUND 2		
	SFSP MEALS	\$ 46,625.81
	SFSP SPONSER ADMIN	\$ 4,774.42
TOTAL FUND 2		\$ 51,400.23
GRAND TOTAL JULY 2021 ACCRUED REVENUE		\$ 181,688.06



APPOMATTOX COUNTY PUBLIC SCHOOLS

Learning Today, Leading Tomorrow

ANNETTE A. BENNETT, Ed. D.
DIVISION SUPERINTENDENT

September 13, 2021

SCHOOL BOARD MEMBERS:

GREGORY A. SMITH
Chairman
Courthouse District

WYATT K. TORRENCE
Vice Chairman
Appomattox River District

BOBBY K. WADDELL - INTERIM
Piney Mountain District

JASON L. WELLS
Wreck Island District

ROGER B. STOUGH - INTERIM
Falling River District

CENTRAL OFFICE STAFF:

BRUCE R. MCMILLAN
Director of Finance and
Human Resources

MARY L. SHERRY
Director of Student Services

AMY D. HUSKIN, Ed. D.
Director of Curriculum,
Instruction and CTE

CHERYL J. SERVIS, Ed. D.
Supervisor of Instruction
and Federal Programs

PHILLIP G. AMOS JR.
Supervisor of Technology
and Security

CARRINGTON W. PRITCHARD
Clerk of the Board

To: Appomattox County Board of Supervisors

From: Annette Bennett, Ed. D., Superintendent
Bruce R. McMillan, Director of Finance & Human Resources
Appomattox County Public Schools

Re: August 2021, Month-end Financial Report

Attached please find summary August month-end financial reports for the school division on an Accrual-basis.

You will find two each, Expenditure and Revenue reports. The first, Expenditures/Revenues for August, includes all expenses and/or revenues YTD for FY 22.

The second, Expenditures/Revenues for Post Year, also includes accruals for revenues and/or expenses that accrued back to FY 21.

Please let us know if you have any questions.

Respectfully Submitted,

Annette Bennett, Ed. D.
Division Superintendent

Bruce R McMillan
Director of Finance & Human Resources

APPOMATTOX COUNTY PUBLIC SCHOOLS
 FD-FUNC----- EXPENDITURES SUMMARY REPORT
 for Fiscal Year 2022 (FY 2021-2022)
 Posted Only Figures
 Executed By: jayne

Page:
 Date: 09/08/2
 Time: 10:22:0

Code	Description	Appropriations	Outstanding Encumbrances	Expenditures For AUGUST	Expenditures Year-to-Date	Available Balance	Perce Use
FD 1 GENERAL FUND							
61000	INSTRUCTION	\$ 0.00	\$ 84,997.31	\$ 513,804.03	\$ 826,061.92	\$ 911,059.23-	100.0
62000	ADMINISTRATION/ATTENDANCE & HEAL	\$ 0.00	\$ 2,241.65	\$ 88,388.13	\$ 154,457.64	\$ 156,699.29-	100.0
63000	PUPIL TRANSPORTATION SERVICES	\$ 0.00	\$ 30,512.82	\$ 55,365.08	\$ 111,490.10	\$ 142,002.92-	100.0
64000	OPERATION & MAINTENANCE SERVICES	\$ 0.00	\$ 1,001,233.34	\$ 284,610.45	\$ 420,543.32	\$ 1,421,776.66-	100.0
68000	TECHNOLOGY	\$ 0.00	\$ 34,445.76	\$ 80,323.82	\$ 150,435.78	\$ 184,881.54-	100.0
1	GENERAL FUND	\$ 0.00	\$ 1,153,430.88	\$ 1,022,491.51	\$ 1,662,988.76	\$ 2,816,419.64-	100.0
FD 2 SCHOOL FOOD							
65000	SCHOOL FOOD & OTHER NON-INSTRUCT	\$ 0.00	\$ 0.00	\$ 34,436.58	\$ 59,950.54	\$ 59,950.54-	100.0
68000	TECHNOLOGY	\$ 0.00	\$ 7,975.25	\$ 347.34	\$ 347.34	\$ 8,322.59-	100.0
2	SCHOOL FOOD	\$ 0.00	\$ 7,975.25	\$ 34,783.92	\$ 60,297.88	\$ 68,273.13-	100.0
=====							
GRAND TOTAL		\$ 0.00	\$ 1,161,406.13	\$ 1,057,275.43	\$ 1,723,286.64	\$ 2,884,692.77-	100.0

POST YEAR EXPENDITURES OCCURING IN AUGUST 21

Code	Description	Expenditure
FD 1	GENERAL FUND	
	61000 INSTRUCTION	\$ 1,497.77
	62000 ADMINISTRATION/ATTENDANCE & HEALTH	\$ -
	63000 PUPIL TRANSPORTATION SERVICES	\$ (450.00)
	64000 OPERATION & MAINTENANCE SERVICES	\$ 2,493.86
	66000 FACILITIES	\$ -
	67000 OTHER USES OF FUNDS	\$ -
	68000 TECHNOLOGY	\$ -
	1 GENERAL FUND	\$ 3,541.63
FD 2	SCHOOL FOOD	
	65000 SCHOOL FOOD	\$ 1,031.00
	2 SCHOOL FOOD	\$ 1,031.00
	GRAND TOTAL	\$ 4,572.63

APPOMATTOX COUNTY PUBLIC SCHOOLS
 FD-PJT-REV REVENUES SUMMARY REPORT
 for Fiscal Year 2022 (FY 2021-2022)
 Posted Only Figures
 Executed By: jayne

Page:
 Date: 09/08/2
 Time: 10:22:2

Code	Description	Estimated Revenue	Est. Revenue For	AUGUST	For	Revenue AUGUST	Revenue YTD	Unrealized Balance	Percen Real
FD 1 GENERAL FUND									
PJT 000 NON CATEGORICAL									
1612010	TUITION FROM PRIVATE SOURCES: DAY \$	0.00	\$	0.00	\$	19,149.96	\$ 30,621.10	\$ 30,621.10-	100.00
1899120	OTHER FUNDS \$	0.00	\$	0.00	\$	20.00	\$ 20.00	\$ 20.00-	100.00
2402020	BASIC SCHOOL AID \$	0.00	\$	0.00	\$	689,055.66	\$ 1,378,111.32	\$ 1,378,111.32-	100.00
2402080	REMEDIAL EDUCATION \$	0.00	\$	0.00	\$	23,250.75	\$ 46,501.50	\$ 46,501.50-	100.00
2402110	COMPENSATION SUPPLEMENT \$	0.00	\$	0.00	\$	45,843.75	\$ 91,687.50	\$ 91,687.50-	100.00
2402120	SPECIAL EDUCATION SOQ \$	0.00	\$	0.00	\$	80,533.25	\$ 161,066.50	\$ 161,066.50-	100.00
2402140	TEXTBOOK PAYMENTS \$	0.00	\$	0.00	\$	13,959.50	\$ 27,919.00	\$ 27,919.00-	100.00
2402170	VOCATIONAL SOQ PAYMENTS \$	0.00	\$	0.00	\$	41,695.42	\$ 83,390.84	\$ 83,390.84-	100.00
2402210	SOCIAL SECURITY INSTRUCTIONAL \$	0.00	\$	0.00	\$	41,825.34	\$ 83,650.68	\$ 83,650.68-	100.00
2402230	TEACHER RETIREMENT INSTRUCTIONAL \$	0.00	\$	0.00	\$	97,419.25	\$ 194,838.50	\$ 194,838.50-	100.00
2402410	GROUP LIFE \$	0.00	\$	0.00	\$	2,987.50	\$ 5,975.00	\$ 5,975.00-	100.00
2403080	SALES TAX - 1 % \$	0.00	\$	0.00	\$	129,020.80	\$ 341,227.76	\$ 341,227.76-	100.00
2403090	ESL (ENGLISH AS A SECOND LANGUAGE \$	0.00	\$	0.00	\$	1,595.66	\$ 3,191.32	\$ 3,191.32-	100.00
2403120	SALES TAX - 1/8 % \$	0.00	\$	0.00	\$	14,955.18	\$ 37,588.38	\$ 37,588.38-	100.00
000	NON CATEGORICAL \$	0.00	\$	0.00	\$	1,201,312.02	\$ 2,485,789.40	\$ 2,485,789.40-	100.00
PJT 140 DENTAL PAYMENTS FROM INDIVIDUALS									
1899120	DENTAL/MEDICAL PAYMENTS FROM INDI \$	0.00	\$	0.00	\$	645.00	\$ 645.00	\$ 645.00-	100.00
PJT 340 GIFTED AND TALENTED									
2402070	GIFTED AND TALENTED \$	0.00	\$	0.00	\$	6,754.42	\$ 13,508.84	\$ 13,508.84-	100.00
PJT 392 AT RISK (STATE INCENTIVE FUNDS)									
2402650	AT-RISK SOQ GF PAYMENTS \$	0.00	\$	0.00	\$	52,061.42	\$ 104,122.84	\$ 104,122.84-	100.00
1	GENERAL FUND \$	0.00	\$	0.00	\$	1,260,772.86	\$ 2,604,066.08	\$ 2,604,066.08-	100.00
FD 2 SCHOOL FOOD									
PJT 100 PRIMARY									
10.5591	SFSP MEALS \$	0.00	\$	0.00	\$	1,577.82	\$ 1,577.82	\$ 1,577.82-	100.00
10.5592	SFSP SPONSOR ADMIN \$	0.00	\$	0.00	\$	161.51	\$ 161.51	\$ 161.51-	100.00
100	PRIMARY \$	0.00	\$	0.00	\$	1,739.33	\$ 1,739.33	\$ 1,739.33-	100.00
PJT 103									
1612040	ALA CARTE/ADULT - APS \$	0.00	\$	0.00	\$	165.00	\$ 165.00	\$ 165.00-	100.00
PJT 200 FOOD SERVICE									
10.5591	SFSP MEALS \$	0.00	\$	0.00	\$	2,207.81	\$ 2,207.81	\$ 2,207.81-	100.00
10.5592	SFSP SPONSOR ADMIN \$	0.00	\$	0.00	\$	226.24	\$ 226.24	\$ 226.24-	100.00
200	FOOD SERVICE \$	0.00	\$	0.00	\$	2,434.05	\$ 2,434.05	\$ 2,434.05-	100.00
PJT 203 AES LOCAL ALA CARTE/ADULT									
1612040	ALA CARTE/ADULT - AES \$	0.00	\$	0.00	\$	840.50	\$ 840.50	\$ 840.50-	100.00
PJT 303									
1612040	ALA CARTE/ADULT - AMS \$	0.00	\$	0.00	\$	798.00	\$ 798.00	\$ 798.00-	100.00
PJT 403									
1612040	ALA CARTE/ADULT - ACHS \$	0.00	\$	0.00	\$	505.00	\$ 505.00	\$ 505.00-	100.00
2	SCHOOL FOOD \$	0.00	\$	0.00	\$	6,481.88	\$ 6,481.88	\$ 6,481.88-	100.00
GRAND TOTAL									
	\$	0.00	\$	0.00	\$	1,267,254.74	\$ 2,610,547.96	\$ 2,610,547.96-	100.00

POST YEAR REVENUES OCCURING IN August 2021

CODE	DESCRIPTION	REVENUE
FUND 1		
800-84.0480	Carl Perkins	\$ 701.99
	TOTAL FUND 1	\$ 701.99
	GRAND TOTAL AUGUST 2021 ACCRUED REVENUE	\$ 701.99

RECEIVED

August 28, 2021

AUG 31 2021

Initial: _____

Board of Supervisors
Appomattox County
Appomattox, VA

Dear Board Members,

This is to thank the County of Appomattox for allowing the Good Samaritan Clothing Exchange to operate from the old Elementary School building for almost 11 years.

We were able to provide decent clothing for all ages, household necessities, and even furniture to the citizens of Appomattox. In the event of emergency, we gave assistance for rent payments, medicine, and auto repairs. It was also a viable vehicle for those required to perform community service. The Exchange became a vital part of existence for many of our citizens. Therefore, we were ever grateful for our low rent and continuous support.

We wish the Carver-Price Museum great success in its future endeavors as an enhancement to our community.

Again, thank you for being compassionate to the needs of this community and extending your assistance.

Sincerely
The Good Samaritan
Clothing Exchange Board



Dorothy Rice
Chairperson